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action.' Calloway v. Ford Motor Co., 281 N.C. 496, 501, 189 S.E.2d 484, 488 (1972). "State v. Woodridge, 357 N.C. 544, 549 (2003). And we have a great and good Judge Jose Rodriguez on video in court saying he can't change another Judges Order See Exh .(D1.2.3.) but Judge Valerie Manno Schurr Changed Judge Zabel's Order from Dismissed with Prejudiced to Dismissed without Prejudice using trickery and Fraud by judge erasing Judge Zabel's signature and printed name off the judgement we prepared for Zabel and signing the Order over again with her signature that we prepared for Judge Zabel to sign and we saw Zabel sign that Dismissal with Prejudice that Mack Wells prepared see Affidavits of Maurice, Mack Wells, James Buckman Exh.(E1.2.3) by erasing Judge Zabel's Signature and name and putting Judge Valerie Manno Schurr's name on it, a judge we have never met, never was assigned which was put on the Docket in 2009to us, and a Judge we had never had a hearing Prejudice Judgement which was put on the Docket in 2009 for her yet she had the exact same Judgement with the same letter fonts that we used and the same missed capitalized letters we did on Judge Zabel's Order and Judge Valerie made it her business to have her Order put on the Docket exactly one year to the Month and day of Judge Zabel's Order that we prepared but instead of our year 2009 Judge Valarie put her year as 2010 then they took off the way to view the DOCUMENT on the Docket so that only Judge Valerie's fake Document could be viewed so that we wouldn't notice the change in the Dates Rule 60 (c)

(1)(2)(3) 60 D (1and2) we had to be personally Notified for them to grant relief from the final Judgement of Dismissal with Prejudice under Federal Rule 28 U.S.C. subsection 1655 Rule 60 C (1)(2)(3) says A 60 B motion must be done within one year of the judgement which is why Judge Valerie Manno Schurr had to do another Dismissal with Prejudice in 2010 because Judge Zabel's Order was for 2009 which meant U.S. Bank had to do a Rule 60.B to get a judgement changed so Judge Valerie had to put in her dismissal with Prejudice so that they would be on time for their 60.B attempt to change Judge Zabel's Dismissal with Prejudice but Rule 60.C (1)(2)(3) said that the Defendants need to be notified of all hearings which they deliberately did not do for this secret Ex Parte hearing motion they had to do to dismiss the Case but without Prejudice (Note) according to Fl. Stat. Plaintiffs only real remedy is to Appeal. Yet Judge Valerie Manno Schurr allowed an Illegal Ex Parted hearing so that she could Dismiss the Case but without Prejudice so that US Bank could without notice to us as they did, see the beginning of the 2010 Docket to Foreclose on us again Fraudulently. And Judge Valarie Manno Shurr is a Judge we had Never met or had a hearing before but because Judge Valerie got \$995,000 plus \$91,000 Etc. to do a Judgement of Dismissal with Prejudice to change it to a Dismissal without Prejudice to circumvent the Rule that says a Circuit Judge can't change another

Circuit Judge's Order and to put U.S. Bank back within the time limit of Judge

Popli

Zabel's Order using her own New Oder over a year later to put back in the time limit range and then 3 months later did and illegal Ex Parte hearing to change Judge Zabel and her own (Judge Valerie's) Order from Dismissal with Prejudice to Dismissal without Prejudice what a great maneuver! and US Bank never Appealed both the Judge's Orders within 30 days as required by Fl. Stat. (9.110 (c), But Judge Valarie specifically said in her JUNE 2010 Order to Dismiss without Prejudice "So that US Bank will have the right to FORCLOSE" Exh. F. which they did in December 2010 six months later all in secret from us as Defendants, using an illegal Exparte Hearing with US Bank's Attorneys without us the Defendants there in violation of Fl. Stat. 702.07, which says only Defendants can have Ex Parte HEARING and Fl. Stat. 60 C. (1)(2)(3) which says that Defendants must notified of any Hearing. But Judge Valarie broke the Law secretly to save Judge Zabel, the Attorneys and US Bank. Giving the new 2010 Case to Judge Schlesinger who has the worst of all the Conflicts of that I have found out about. Because in his 2016 and 2017 Form 6 Financial Statement Affidavits of the months of our Trial against US Bank got over 16, million twice from US Bank, GMAC owner and Servicer to US Bank, Exh. (11.2.3.), Morgan Stanly which US Bank Exh. (J1.2.3.), First Citizens Bank, Exh. (K1.2.3.) and Evensky and Katz who work for and advise for US Bank see Exhs. (L1.2.3.). Judge Schlesinger all while presiding over our Case has made millions and millions of dollars from US Bank

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and it's Partners there was and is no hope to win against the MORTGAGE BANKSTERS when these JUDGES are their MONEY MAKING PARTNERS. Our hope is actually LOST especially when you prove you were making all payments on time Exh. (M1.2.3) and can actually show that U.S. Bank is owed nothing by us and can actually show that the Edgar Report from the S.E.C. actually shows that U.S. Bank has no Axiom Notes in its Pool of Notes on the Market and that the Cupisone Expert Licensed by the S.E.C its self report says that Fidelity Strategic Mutual Funds bought 0UR Leroy Williams Axiom Financial Services Note from Axiom Bank in 2005 and it owns the Note on the Market until this day! And when you can actually show they started this whole Foreclosure with just a Lis Pendence in the Docket 2007 case 12407-CA01 and with no written Complaint but just a Lis Pendence WHICH IS ONLY A ONE PAGE ANNOUNCEMENT to the Complaint and without a Certified Copy of the Promissory Note, no Allonge, no Certified Copy of a Mortgage, and no Certified Copy of an Assignment of the Mortgage in violation of Fl. Stat. (702.015 (2)) Judge Zabel actually signed a Foreclosure Judgement and Sell without the Original Note and Allonge as required and by which is an actual Felony according to Fl. Stat. (702.015(4)) yet they are just taking the house with Mumbo Jumbo and until this day have never brought in the Original Note, Allonge and Certified copies of the Mortgage and Assignments from 2007 and 2010 and until this case in 2021 they have never produce the

Original Note and Allonge and their seeking to talk this Judge into allowing them to Dismiss this Quite Title Case without having to show extrinsic evidence and full chain of title that they own the Note According to Fl. Stat. 65.021 65.061(1)(2) (3) (4) and instead of all the B.S. and technicalities by saying that this is case is Res Judicata knowing that a nonparty to a Case is not bound by the Judgements of Case so because I was not a party to the 2007 and the 2010 Case, Exh. N and O. I have the right to bring my own Quite Title Case against US Bank, Fl. Stat. 65.041 they don't want to bring in the Originals because Allonge to the Note because the Allonge is signed by the Assistant Secretary and in violation of Fl. Stat.692.(3) (4) and Fl. Stat. 695 which says only a President, Vice President or a Executive Director can sign an Allonge or an Assignment to Convery Property Which could lead to Litigation Fl. Stat. 692. (01) a secretary can only sign an Assignment for a Church but cannot sign for a Bank or a Corportation to convey property which might end up in litigation, Fl. Stat.692.(3) (4). The sad thing is this fake Allonge is signed by the Assistant secretary who was no standing at all to sign Exh. (F1.2.3.) the Allong also has no printed name under the Endorser or signer of the Allonge in violation of Fl. Stat. FANNIMAE RULE (B8-3-04) and this is a Fannie Mae Loan as stated at the bottom of the Mortgage and Note. The Allonge has no Loan Number, no date and is totally unattached from the Note in violation of Fl. Stat. (702.015(4) and 4th DCA in Purification Vs Nation Star Mortgage LLC.

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Paragraph 1 and 2. The Assignment of Mortgage to U.S. bank was done Feb. 14 2008 but the Foreclosure was started in 2007 in case number 2007-12407-ca01 almost a year before the Assignment and Mclean v. Jp Morgan says you cannot Foreclose, Sale or Assign a Note before you own it and that Problem cannot be fixed in abnitio which means it cannot be fixed or back dated and also note this Assignment was done without a Preparer in the left upper corner in violation of Fl. Stat. 695.01 (1) AND FL Stat. 695.26 (1) (a) and Fl. Stat. 494.007 (5) and F. Stat. 701.02 91)(2)(3) () and the Assignment has no Notary Seal and Commission Number in violation of (Fl. Stat. 117.05) (b) 1.a.b.c.d.e. and the 2008 Assignment is from Homecomings Bank and they admitted in a Corrective Assignment way up in 2012 that Homecomings is the incorrect Bank and Erroneous. And the fake Corrective Assignment that Crushes Homecomings also crushed the Axiom Bank Assignment because it had no witnesses in violation of (Fl. Stat. 117.05) (b) 1.a.b.c.d.e. and no Netary, no seal and no Commission number as required by Fl. Stat 117.05 93)(A) and Fl. Stat.695.26 (1) and no preparer in the upper left corner as was done in 2012 for the Complaint that was started in 2012 as complaint for JP.Morgan and all pushed by Judge Valerie Manno Schurr, Judge Schlesinger, Judge Veronica Diaz, Judge De la O and whom all these Judges had the exact same horrible Conflicts of Interest making money with the banksters who are stealing our Property Exh. (G1.2.3.) see Rico and all the Judges getting paid to steal our

property and in the end to clean it all up I finally met Judge Valerie Manno Schurr the ghost Judge who we have never met who started this mess now shows up for my quiet Title lawsuit to finish me off ten years later but when I pointed out that she for no reason did a dismissal with Prejudice to help Judge Zabel a year after Judge Zabels Dismissal with Prejudice to change Judge Zabel's Dismissal with Prejudice to our FAKE Dismissal without Prejudice to give the bank the right to Foreclose and that she Received \$995,000 plus \$91,000 plus a Mortgage plus \$2.4 Million Mortgage plus \$1mill plus \$400,000 Ext between 2008 and 2010 according to her Form 6 Financial statements from the state of Florida see Exh. (DD) 12345and she exclaimed loudly on the Zoom Camera that she did not do those Orders and did not Receive that money and then I showed her the two Orders and the three Form 6 Affidavits starting with the \$995,000 dollar one and she sighed And said oh my ad said I'll give you 10 days to figure out what you want to do mr symonette I paid for this to go on several Newspapers and radio stations and im getting thousands and thousands of calls from people who see me at the Rallies with Blacks For Trump T-shirts with gods2.com on the bottom and one of the first things they see is that article and her video 2 days later on a Sunday Judge Valerie Manno Schurr the haughty one immediately recused herself in shame thereby admitting she is guilty of helping the Bank for money which is a drastic Conflict of Interest and so therefore her Order to dismiss without Prejudice must be voided

and Judge Zabel's Order must stand who dismissed the case with Prejudice especially after seeing the Teaparty and all of the Republicans come to Protest the Illegal Foreclosure all because we were Black Republicans and was pointed out to her by a Tea Party Lawyer that she signed a Judgement or Foreclose without a Complaint or an Original Promissory Note, And Because Judge Valerie Manno Schurr Recused herself. Rule 1.540 (b) says (2) Newly discovered Evidence (3) Fraud and Misconduct (4) Judgment Order is void; (5) Take the case back to the Prior Judgment (Judge Zabel's last Judgment of Dismissal with Prejudice decree, order, of proceeding for the following reasons:

- (2) Newly discovered evidence (we discovered her Form 6 Full and Public Disclosure of Financial Interest and the Partnerships and ownerships of the Banks involved to work the Conspiracy by giving Judge Valerie Manno Schurr gifts of Monies to take the property from the Homeowners which by due diligence could not have been discovered in time to move for a new trial or rehearing; because we just got the records from the State.
- (3) This shows Misconduct and Fraud by showing that in 2008 on the Docket Mack Wells finally put in a Motion to Dismiss with Prejudice because Lawyers wouldn't follow the Judges Orders to bring in the Note Exh. (C) we also saw that Judge Zabel did a Dismissal with Prejudice in 2008 and three witnesses with

pg12

Affidavits have sworn to have seen this and it was on the record with Judge Zabel's signature that we typed up saying the case is dismissed with Prejudice 04/07/2009 as indicated on the Docket of which I now have the Red stamp Certified Copy of the Docket see Exh. (C) line number (10) and we now found Fraud and Misconduct using Horrible Conflict of Interest in violation of Fl. Rules 2.160 That in 2008 Judge Valerie Manno Schurr received \$995, 000 on her Form 6 Full Public Disclosure of Financial Interest \$91,000 from GMAC and \$129,000 from Well Fargo That's Partners with GMAC and U.S. Bank Exh.(DD) on her Form 6 Full and Public Disclosure Of Financial Interest line number (5,6, and 7) B. Judgment Order is Void because in 2010 on the Docket Judge Valerie Manno Schurr whom we have never seen put (Changing Prior Judgment) in the same Dismissal with Prejudice with our typing but with her name and signature and the Judge that Dismissed the Case with Prejudice Exh. (F3) as seen on the Docket line (11) this was done because the Law says that no Judge of the same Circuit Court can change the Order of the Judge in the same Circuit Court (Ford Motor Co. V, Calloway). so she made her own order that did not Change Judge Zabels Order exactly one year after Judge Zabels same Dismissal with Prejudice hoping we would not check this, so that she can then therefore only her Order and get paid to change her own Order so that it wouldn't be Criminal. This was done to Save Judge Zabel, the Lawyers and U.S. Bank/GMAC BANK from being caught and

the Conspiracy to steal the property concerning Judge Zabel doing a Judgement against Homeowners without an actual Complaint or Certified Copies of the Note, Allonge, Mortgage and Assignment or as Florida Statues states: No Judgments should be rendered until after the Original Copy of the Note Allonge, Mortgage and Assignment and other Docs on the record yet they did that while the Homeowners where making payments to Axiom Bank on time this is a Felony and a Conspiracy. Because at the time during Judge Valerie Manno Schurr Dismissal with Prejudice Judge Valerie Schurr received from Wachovia, Bank of America \$650,000 line (9) as seen on her form 6 Full and Public Disclosure of Financial Interest those Banks are Partners with U.S. Bank and GMAC see Exhs. (EE) and she received \$128,000 from Wells Fargo and \$410,000 from GMAC the Fake Servicer of the Homeowner's Note. It is in no wise over broad unduly burdensome or ambiguous considering the fact that U.S. Bank does not have the Note so how could they possibly Foreclose on the Property, and with that if it is why is there a Rule (1.540 (b)) that says that if The Judge recused herself any Judgements or Orders that they put in are void? Then without notice to the Homeowners knowing that because we knew the case was Dismissed with Prejudice and that we would no longer check on Court Records to find out that Judge Valerie Manno Schurr had a private secret Ex Parte Hearing with U.S. Bank's Lawyers and changed her (Judge Valerie Manno Schurr's) Order which illegally and effectively changed Judge

4.39 Pg14

Zabel's Order from Dismissal with Prejudice to Dismissal without Prejudice to give see Docket Case number 07-12407-CA-01 line (14) of the Docket and Exh.(F and F2) 08/25/2010 U.S. Bank the right to file another Foreclosure Lawsuit against the Homeowners all without their knowledge as seen on a 2010 61928-CA-01 prosecuting the same case that was Dismissed with Prejudice of which we found out by mistake that there was another Foreclosure Suit against the property. And after 2010 Judge Valerie Manno Schurr did this she suddenly has \$1,000,000 from City National Bank, Wachovia, Bank Of America which are all Business Partners of U.S Bank and GMAC Bank see Exh.(FF) line (7) she indicates another \$400,000 from GMAC the Fake Servicer of the loan and part of the Conspiracy to steal the property and get out of trouble from Federal S.E.C Fraud and crimes against the Court and the property owner to hide the MERS Fraud of lying about selling Notes on the Market as proven by the Cusipone Expert's Affidavit showing that U.S. Bank National Association As Trustee never had any ownership of the Leroy Williams Mortgage because Axiom Bank sold the Note to Fidelity Strategic Fund which is on the Market until today, Exh.(A) and when you do the SEC Edgar Search under US Bank National Association as Trustee there is no Axiom Note in their Pool of Notes Exh. (ZC and J).

(4) AND (5) ALL OF JUDGE VALARIE SHURRS ARE VOID AND MUST REVERT TO THE ORIGINAL DISMISSAL WITH PREJUDICE

Judge Valerie Manno Schurr admits to these crimes by Recusing herself from Maurice Symonette's case who asked her to Recuse for Crimes misconduct and Conflicts of Interest see Exh. (FFF). According to Rule 1.540 (b) (c) (d) (e) That the judgment, or order has a prior judgment of Dismissal with Prejudice on the Docket of Case Number 07-12407-CA-07 line (10 and 11) and that Judgment of Dismissal with Prejudice must be returned to Dismissal with Prejudice and void and or strike the 2007-12407-CA-01 and 2010-61928-CA-01 case because Judge Valerie Manno Schurr recused herself because I brought this to her attention that she did this Crime and Scheme. this title must be cleared and also because she did not default them when it took them 6 months to answer my Lawsuit that must be Defaulted but wasn't Defaulted because Judge Valerie Manno Schurr helped them because City National Bank gave her \$400,000 which is business partners with U.S. Bank, GMAC, Royal Bank of Canada, Wachovia and Wells Fargo are all Business Partners and one big happy Family this is a Horrible Conspiracy and Conflict of Interest to steal Property from helpless Black People this is Racism and Discrimination in the utmost . So I say to all righteous Judges left COME OUT OF HER MY PEOPLE AND BE NOT PARTKERS IN HER SIN (SIN IS THE TRANSGRESION OF THE LAW) AND SAVE YOURSELF BECAUSE KING CYRUS (TRUMP) IS HERE TO DESTROY THE MORTGAGE BANKSTERS,

CYRUS (TRUMP) IS HERE TO DESTROY THE MORTGAGE BANKSTERS, AND THIS WILL BE IN ALL NEWS REV. 18:1-8, ISA. 45. AND NEHIMIAH 5:1-16. SEE GODS2.COM

PRAYER

So therefore I demand that this case be Reconsidered from the beginning of this case until today specifically from the Ghost Judge whom at the time between 2007 when she first became a Judge until 2020 we had never met or had a CASE OR HEARING Judge VALARIE MANNO SHURR'S first Dismissal Without Prejudice back to Judge Zabel's first Dismissal With Prejudice this case must be Defaulted and Returned to Dismissed with Prejudice

Maurice Symonette

15020 S. River Dr.

Miami Fl. 331

Case 0:23-cv-61345 Document 1-4 Entered on FLSD Docket 07/14/2023 Page 14 of 165 Filing # 146750392 E-Filed 03/30/2022 05:08:36 PM

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA

U.S. Bank, National Association, as Trustee for RASC 2005AHL3

GENERAL JURISDICTION DIVISION

Case No. 2010-61928-CA-01

Plaintiff,

VS.

Leroy Williams; et al.,

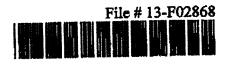
Defendants.

PLAINTIFF'S MOTION TO RESET FORECLOSURE SALE

Plaintiff, U.S. Bank, National Association, as Trustee for RASC 2005AHL3, by and through its undersigned counsel, hereby files this Motion to Reset Foreclosure Sale and in support thereof states as follows:

- 1. On December 19, 2017, this Court entered a Final Judgment of Foreclosure pursuant to which a foreclosure sale was scheduled for January 30, 2018.
- 2. The January 30, 2018 sale was canceled and pursuant to the Order on Defendant's Motion for Emergency Hearing to Vacate Sale and Defendant's Motion to Vacate Sale the foreclosure sale was rescheduled for March 19, 2018.
- 3. The March 19, 2018 sale was canceled as Defendant Kurt Marin and Symonette Limite Partners filed bankruptcy. The automatic stay no longer applies because the bankruptcy was dismissed.
- . 4. On September 11, 2018 this Court entered an Order Granting Motion to Reset Foreclosure Sale pursuant to which a foreclosure sale was scheduled for November 13, 2018.
- 5. The sale was held on November 13, 2018 but was later vacated as Defendant Mack Wells filed bankruptcy on the morning of November 13, 2018. The automatic stay no longer applies because the bankruptcy was dismissed.
- 6. On February 25, 2019 this Court entered an Order on the Plaintiff's Motion to Reset Foreclosure Sale pursuant to which a foreclosure sale was scheduled for April 16, 2019.





- P9.2
- 7. The April 16, 2019 foreclosure sale was canceled as Defendant Mack Wells filed bankruptcy. The automatic stay no longer applies because Plaintiff obtained relief from the stay and the Bankruptcy Court found that the Defendant's bankruptcy petition was part of a scheme to delay, hinder, or default creditor and ordered that the relief from the automatic stay is in force for a period of two years.
- 8. On October 30, 2019 this Court entered an Order Granting Motion to Reschedule Foreclosure Sale pursuant to which a foreclosure sale was scheduled for December 11, 2019.
- 9. The December 11, 2019 foreclosure sale was canceled as Defendants Curtis McNeal and Hok William filed bankruptcy. The automatic stay no longer applies because the bankruptcy was dismissed.
- 10. On February 6, 2020 this Court entered an Order Granting Motion to Reset Foreclosure Sale pursuant to which a foreclosure sale was scheduled for April 6, 2020.
- 11. The April 6, 2020 sale was canceled at the request of the Plaintiff due to the COVID-19 moratorium, foreclosure sale was rescheduled for June 24, 2020.
- 12. The June 24, 2020 sale was canceled at the request of the Plaintiff due to the COVID-19 moratorium.
- 13. Plaintiff is ready to proceed with the foreclosure sale at this time and requests that the sale be reset.

WHEREFORE, Plaintiff prays that this Court will enter an order resetting the foreclosure sale, and such other and further relief as this Court deems just and proper.

I HEREBY CERTIFY that a true and correct copy hereof was served electronically or via U.S. Mail on March 30, 2022 to all persons shown on the following service list.

BROCK & SCOTT, PLLC Attorney for Plaintiff 2001 NW 64th St, Suite 130 Ft. Lauderdale, FL 33309 Phone: (954) 618-6955 x6133

Fax: (954) 618-6954

Mehwish. Yousuf@brockandscott.com

By_/s/ Mehwish Yousuf_____ Mehwish Yousuf, Esq. Florida Bar No. 92171 Case 0:23-cv-61345 Document 1-4 Entered on FLSD Docket 07/14/2023 Page 16 of 165/1

SERVICE LIST

The following persons were served by e-mail:

Miami-Dade County, Florida c/o Altanese Phenelus, Esq. 111 NW 1st Street Miami, FL 33128 yvaldes@miamidade.gov

City of North Miami (City)
Jennifer L. Warren
776 N.E 125th Street
North Miami, FL 33161
cityattorney@northmiamifl.gov

U.S. Bank, National Association, as Trustee for RASC 2005AHL3
Michael L. Eisenband, Esq. & Nicole R. Topper, Esq.
500 E. Broward Blvd., Suite 2100
Fort Lauderdale, FL 33394
BRFLeservice@BlankRome.com; MEisenband@BlankRome.com; NTopper@BlankRome.com

The following persons were served by U.S. mail:

Hoke Williams 15020 S RIVER DR MIAMI, FL 33167-1035

Unifund CCR Partners, G.P. c/o CT Corporation System, Registered Agent 1200 South Pine Island Road Plantation, FL 33324

Deutsche Bank National Trust Company, as Trustee for Franklin Credit Trust Series I c/o Legal Department 1761 F. St. Andrew Place Santa Ana, CA 92705

Unknown Spouse of Hoke Williams 15020 South River Drive Miami, FL 33167

Unknown Spouse of James Littlejohn AKA James L. Jolin 8152 NW 15th Manor, Apt FC2R Plantation, FL 33322

Case No. 2010-61928-CA-01

File # 13-F02868

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Littlejohn a/k/a James L. Jolin, James L/K/A 15020 South River Drive Miami, FL 33167

Suntrust Bank c/o Alisha Smith, R.A. 40 Technology Parkway South, Suite 300 Norcross, GA 30092

State of Florida, Department of Revenue C/o Executive Director, a registered agent or any other person authorized to accept service of proccess 2450 Shumard Oak Boulevard Tallahassee, FL 32399

LEROY WILLIAMS 8152 NW 15TH MNR APT FC2R PLANTATION, FL 33322-5422

Unknown Spouse of Makk Wells 15020 South River Drive Miami, FL 33167

The Unknown Spouse of Leroy Williams L/K/A 15020 South River Drive Miami, FL 33167

The Unknown Spouse of Curtis McNeil L/K/A 15020 South River Drive Miami, FL 33167

Mack Wells L/K/A 15020 South River Drive Miami, FL 33167

Curtis McNeil L/K/A 15020 South River Drive Miami, FL 33167

Symonette Limited Parthership L/K/A 15020 South River Drive Miami, FL 33167 Case 0:23-cv-61345 Document 1-4 Entered on FLSD Docket 07/14/2023 Page 18 of 165

AFFIDAUTT

I MAURICE Symbolic was There IN The Dade County Court house on Flaglen Street IN Downtown MIAMI And Witnessed Judge Zabel Sign The Document To Disnins with Projective on 04/06/2009 That was For The Case: 2007-12407-CHOI, Had I Also witness That I saw it on The Case! Sign Judge Zabel

MAURICE Symonette 15000 S. River DR Minmi, Fla. 33167

X famme Mitchell Heb 9, 2022



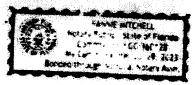
Case 0:23-cv-61345 Document 1-4 Entered on FLSD Docket 07/14/2023 Page 19 of 165

AFFIDAVIT

I MACK Walls WAS There IN The Miam Dade County
Court house on Flagler Stient in Downtown Miam and
I witness Judge Zabel Sign The Downend To Dismiss with
Prejudice on Oylobjacoa That was For The Case Number
2007-12400-CHOI And I'm Also A where that I
Saw it on the Docket Signed by Judge Zabel
M. O. L.

MACK Wells 15020 S. River dr. Miam Ma 33167.

x Janne Mitchell Feb, 9 2022



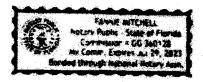
Case 0:23-cv-61345 Document 1-4 Entered on FLSD Docket 07/14/2023 Page 20 of 165

AFFICAUIT

I James Buckenson was these in The Minmi Dade Court House on Flagter street in abundance Minmi and I witness Judge Zabal sign The Document to dismin with Projectice on outside page That was for the case No. 2007-12407-CAP1, and I'm also witness that I saw it on the docker Signed by Judge Zabel.

James Buckman Ja 15080 5-Rueuch: Mannigett, 33167

× Jannie Mitchell Hob 4, 2022



WESTERN

Dec. 1, 2006

LEROY WILLIAMS 15020 SOUTH RIVER DRIVE MIAMI FL 33167

halladhadlaladadadllagadladabaddlarabba

PAYMENT DESCRIPTION

Book

WACHOVIA BANK, NA

Benk Account Mumber:

******0274

Date of Transaction:

Nov.30, 2006

Payable To:

AXIOM FINANCIAL SERVICES

Amount of Payment:

\$2286.67

Castomer Reference:

0001920274

Dear LEROY WILLIAMS:

Based on your authorization during our telephone conversation at 9:45 A.M. Nov. 30,2006, we have initiated an automated clearing house (ACH) debit to withdraw the amount described above from your specified bank account to make the payment that you requested. Included in the payment amount is the \$8.00 'service fee that you also authorized.

If you have questions, or wish to make corrections to the information listed above, please contact Collection Department, at 188-832-7990.

Thank you for your business.

AXIOM FINANCIAL SERVICES 10900 STONE LAKE BLVD.SUITE 350 AUSTIN TX 78759-5867

important information

Ope't give out your bank account information over the phone unless you know the company and understand why the information is nesser.

This is not a bill. Do not mail, payment.

Retain this letter for your records.





Jan. 1, 2006

LEROY WILLIAMS 15020 SOUTH RIVER DRIVE MIAMI FL 33167

PAYMENT DESCRIPTION

WACHOVIA BANK, NA

Benk Agrount Number:

******0274

Date of Transaction:

Dec.31, 2006

Payable To:

ACCOM FINANCIAL SERVICES

Amount of Payment:

\$2286.67

Customer Reference:

0001920274

Deat LEROY WILLIAMS:

Based on your authorization during our telephone conversation at 9:40 A.M. Dec. .31,2005,we have initiated an automated clearing house (ACH) debit to withdraw the amount described above from your specified bank account to make the payment that you requested. Included in the payment amount is the \$8.00 'service fee that you also authorized.

. If you have questions, or wish to make corrections to the information listed above, please contact Collection Department, at 188-832-7990.

Thank you for your business.

AXIOM FINANCIAL SERVICES 10900 STONE LAKE BLVD.SUITE 350 **AUSTIN TX 78759-5867**

t out your bank account information over the phone unless you know the company and understand why the information is nessary This is not a bill. Do not mail. payment. Retain this letter for your records.





Feb. 1, 2007

LEROY WILLIAMS 15020 SOUTH RIVER DRIVE MIAMI FL-33167

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PATRICIA DE L'ANDRE L'

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WACHOVIA BANK, NA

Berli Account Blancing

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Jan.31, 2007

AJEOM FINANCIAL SERVICES

****:** \$2266.67

Colonia Salaman

0001920274

DOOR LENOY WILLIAMS:

Based on your authorization during our telephone conversation at 9:00 A.M. Jan. 31,2007, we have initiated an automated clearing house (ACH) debit to withdraw the amount described above from your specified bank account to make the payment that you requested, included in the payment amount is the \$8.00 'service fee that you also authorized.

If you have questions, or wish to make corrections to the information listed above, please contact Collection Department; at 188-832-7990.

Thank you for your business.

AXIOM FINANCIAL SERVICES 10900 STONE LAKE BLVD.SUITE 350 AUSTIN TX 78759-5867

important information

This is not a bill. Do not mail, payment

Retain this letter for your records

Exh. Fixed pg4

Mar. 1, 2007

LEROY WILLIAMS
15020 SOUTH RIVER DRIVE
MIAMI FL 33167

Influetten Hellen deut tilbage the hele et ille ved der

PAYMENT DESCRIPTION

Bonk

WACHOVIA BANK, NA

Bank Account Russbar:

******0274

Date of Transaction:

Feb.28, 2007

Payable To:

AXIOM FINANCIAL SERVICES

Amount of Payment:

\$2286.67

Customer Reference:

0001920274

Dear LERGY WILLIAMS.

based on your authorization during our telephone conversation and a second and account we have initiated an automated clearing house (At its deput to withdraw the amount during above from your specified bank account to make the payment that you require test ineligible to the payment amount is the \$8.00 service fee that you also authorized.

If you have questions, or wish to make corrections to the intermation listed above please contact Collection Department, at 188-832 (2000). Thank you for your business.

AXIOM FINANCIAL SERVICES

10900 STONE LANE BLVD SDITE (SEE
AUSTIN 1X 78759 5867

Disc to give out your back account information over the photos and a second really provide the little by a control of the later than the little between the little between the little between the little between the later than the little between the little between the little between the little between the later than the little between the later than th

pg5

Autom Financial Services 10900 Stone lake Blvg Suite 350 Auetin Tx 78759-5867

April 1, 2007

1

LERCY W"L'AMS 15020 SOUTH RIVER DRIVE MIAM. PL 35167

hallmallandlallandarin Illian die state abillionida i

PAYMENT DESCRIPTION

Lecchief Rumber:

WACHOVIA BANK, NA ******0274

March 30, 2007

Axion Financial Services

\$2285.67

0001920274

CHAP LERCY WILLIAMS:

Based on your authorization during our telephone conversation at 11:51 A.M., March 30,2007, we have instanted an automated clearing house (ACH) debit to withdraw the amount described have from your specified bank account to make the payment that you requested, included in the payment amount is the \$8.00 'service fee that you also authorized.

If you have questions, or wish to make corrections to the information listed above, piesse net Collection Department, et 186-832-7990. Thank you for your business.

> Axiom Financial Services 10900 Stone Lake Blvd.Suite 350 Austin Tx 78759-5867

information over the phone unless you glow the company and understand way the

This is not a bill. Do not mail, payment. Retain this letter for your records.

004730AB116730

EXH. EXH. GU

Autom Financial Services 10900 Stone lake Blvd Suite 350 Austin Tx 78759-5867

May 1, 2007

LERCY WILLIAMS
15020 SOUTH RIVER DRIVE
MIAMI FL 33167
Tulbultunilalbebaluullilluurilalbebaluililluurilalbebaluililluurilalbebaluililluurilalbebaluililluurilalbebaluililluurilalbebaluililluurilalbebaluililluurilalbebaluilil

PAYMENT DESCRIPTION

iesk: ___

للمسار أثبت

Table of Transaction:

WACHOVIA BANK, NA

April 30, 2007

Payable To:

enent:

Axion Financial Services

\$2286.67

Customer Reference:

0001920274

Deer LERCY WILLIAMS:

Based on your authorization during our telephone conversation at 10:00 A.M., April 30,2007, we have initiated an automated clearing house (ACH) debit to withdraw the amount described above from your specified bank account to make the payment that you requested, included in the payment amount is the \$8.00 service fee that you also authorized.

If you have questions, or wish to make corrections to the information listed above, please contact Collection Department, at 188-832-7990.

Thank you for your business.

Axiom Financial Services 10900 Stone Lake Blvd Suite 350 Austin Tx 78759-5867

important information

Don't give out your bank account information over the phone unless you show the company and understand why the

This is not a bill. Do not mail, payment.

Retain this letter for your records.

004730AD116730

EXH. SERVICES

EXH. PG 7

WESTERN
UNION

PAYMENT SERVICES

Axiom Financial Services 10900 Stone lake Blvd Suite 350 Austin Tx 78759-5867

June 1, 2007

LERCY WILLIAMS
15020 SOUTH RIVER DRIVE
MIAMI FL 33167
Intentional Intention

PAYMENT DESCRIPTION

Bank:

WACHOVIA BANK, NA

Bink Accountflumber:

******0274

Date of Transaction:

May 30, 2007

Payable To: Amount of Payment: Auton Financial Services

\$2286.67

Customer Reference:

0001920274

Deer LEROY WILLIAMS:

Based on your authorization during our telephone conversation at 10:38 A.M., May 30,2007, we have initiated an automated clearing house (ACH) debit to withdraw the amount described above from your specified bank account to make the payment that you recruested, included in the payment amount is the \$8.00 service fee that you also authorized.

If you have questions, or wish to make corrections to the information listed above, please contact Collection Department, at 188-832-7990.

Trank you for your business.

Axiom Financial Services 10900 Stone Lake Blvd Suite 350 Austin Tx 78759-5867

Important information

Don't give out your bank account information over the phone unless you know the company and understand why the

This is not a bill. Do not mail, payment.

Retain this letter for your records.

004730A0116730

Your CUSIP Results are as follows:

LEROY WILLIAMS (ACCT 100176105062733202 [MIN])

Flacity Advisor Strategic Real Return Fund Symbol: PSRAX CUSIP: 315012073

Inception Date: 9/7/2005

Net Assets: \$462,624,000.00 as of

12/3/2021

Portfolio Assets: \$462,624,000.00 as of

12 3 2021

A little about the Fund:

Fidelity Strategic Real Return Fund seeks real return consistent with reasonable investment risk by investing in domestic and foreign issuers using a neutral mix of approximately 30% of inflation-protected debt securities, 25% floating-rate loans and 20% REITs and other real estate related investments.





AFFIDAVIT OF FACT

STATE: OHIO

COUNTY: FAIRFIELD

The undersigned, Wesley Jarvis, Trustee for CUSIPONE Trust, hereby states and confirms that he is of legal age and competent to state on belief and personal knowledge that the facts set forth herein. Is duly noted below are true, correct, complete and presented in good faith, establish that:

- The CUSIP numbers attached for LEROY WILLIAMS, for an account bearing number 100/76103062733202, were searched through independent databases, confirmed with trading desks, and at least one interest was confirmed as per the reports issued and attached as a result.
- The Fund Manager, or other custodian(s) of the accounts of the fund(s) may have access to internal records indicating detailed data about the percentage of interest as held for the account of LEROY WILLIAMS
 - More than one fund may have an interest in the accounts of LEROY WILLIAMS. 3.

FURTHER AFFIANT SAYETH NOT.

· Signed and sealed this twenty-two (2022).

day of _

in the Year of our Lord, two thousand

All Rights Rose

For WESLEY JARVIS

Wesley J. Jarvis, Trustee

Page 1 of 2

EXh, 97

	JURAT	,
State of Onio)	•
Subscribed and Affirmed)	
County of Faction!)	D
on <u>January</u> personally appeared <u>Wester J. Jar</u> satisfactory evidence, to be the per- he executed the same in his authori	son whose name is subscribed to al	(notary public) [2] proved to me on the basis of bove and acknowledged to me that
I now affix my signature and offici	al seal to these affirmations. (Signature)	
Notary Public State of		al: •
My Commission Expires: 15/	16/26p	

MASTER KEY OF EXPLANATION FOR CUSIP REPORT

The following is a brief explanation of the report you received for your CUSIP searches. Please keep in mind that there can be MANY different securities inside the Fund itself. The value of the fund does not necessarily reflect the amount of your individual security.

As listed on your report:

Your name (or name of recipient).

The name of the fund in which the subject security was found to reside.

The Symbol is the Ticker Symbol of the fund which was found.

The CUSIP is the CUSIP number of the fund.

The Inception Date is the date the FUND was created. It has nothing to do with the specific case or issue.

Net Assets and Portfolio Assets usually are the same but can be different. These give an amount of value held by the Fund trust. This amount can and usually does change on a daily basis in coordination with the markets in which it trades.

Description of what the fund does in the market place. It also shows what sectors it trades in.

We always encourage that you do deep studies in securities and the relations around the industry before doing anything with them. It's a highly-regulated market.

Case 0:23-cv-61345 Document 1-4 Entered on FLSD Docket 07/14/2023 Page 32 of 165

PGI execution version

RESIDENTIAL ASSET SECURITIES CORPORATION,

Company,

RESIDENTIAL FUNDING COMPANY, LLC,

Master Servicer,

and

U.S. BANK NATIONAL ASSOCIATION,

Trustee

AMENDMENT NO. 1

TO

, POOLING AND SERVICING AGREEMENT

Dated as of September 27, 2007

Home Equity Mortgage Asset-Backed Pass-Through Certificates

Series 2005-AHL3

A TRUE COPY CERTIFICATION ON LAST PAGE HARVEY RUVIN, CLERK

EXL. 99 pg =

THIS AMENDMENT NO. 1 TO POOLING AND SERVICING AGREEMENT dated as of September 27, 2007 (this "Amendment"), is among RESIDENTIAL ASSET SECURITIES CORPORATION, a Delaware corporation, in its capacity as depositor (the "Company"), RESIDENTIAL FUNDING COMPANY, LLC, a Delaware limited liability company, in its capacity as master servicer (the "Master Servicer"), and U.S. BANK NATIONAL ASSOCIATION, a banking association organized under the laws of the United States, in its capacity as trustee (the "Trustee"). Capitalized terms used in this Amendment and not otherwise defined herein will have the meanings assigned to them in the Pooling and Servicing Agreement dated as of November 1, 2005, among the Company, the Master Servicer and the Trustee (the "Pooling Agreement").

WITNESSETH

WHEREAS, RESIDENTIAL ASSET HOLDINGS II, LLC ("RAHII"), a subsidiary of the Master Servicer and current holder of the Class SB Certificates, wishes to sell the Class SB Certificates;

WHEREAS, in an effort to reflect the underlying economics of this sale for financial reporting purposes, the Master Servicer and RAHII wish to take certain actions to cause the trust created by the Pooling Agreement to satisfy the qualifying special purpose entity requirements set forth in the relevant accounting statements;

WHEREAS, one of these actions is to amend the Pooling Agreement to delete Section 4.09:

WHEREAS, the Company, the Master Servicer and the Trustee desire to amend the Pooling Agreement to delete Section 4.09 and RAHII, as the Class SB Certificateholder, consents to such amendment as the only class affected thereby;

WHEREAS, Section 11.01(b) of the Pooling Agreement provides that the Pooling Agreement may be amended as follows; and

WHEREAS, the Company hereby authorizes and directs the Trustee to enter into this Amendment on the terms provided herein and the Trustee, by execution of this Amendment, complies therewith.

NOW, THEREFORE, the parties hereto agree as follows:

SECTION 1. Amendments.

- (a) Section 1901 of the Pooling Agreement is hereby amended in respect of the defined terms "Derivative Contract" and "Derivative Counterparty", which are hereby deleted.
- (b) Section 4.03(a)(xxi) of the Pooling Agreement is hereby amended as follows:

A TRUE COPY CERTIFICATION ON LAST PAGE HARVEY RUVIN, CLERK

Page 34 of 165

- (i) Section 4.03(a)(xxi) [Reserved]
- (c) Section 4.09 of the Pooling Agreement is hereby amended as follows:
 - (i) Section 4.09. [Reserved]
- (d) All cross references in the Pooling Agreement with respect to Section 4.09 are hereby deleted.
- (e) Section 9.01 is hereby amended in respect of subsection (a) by replacing such subsection in its entirety with the following:
 - (i) Section 9.01(a). Subject to Section 9.02, the respective obligations and responsibilities of the Depositor, the Master Servicer and the Trustee created hereby in respect of the Certificates (other than the obligation of the Trustee to make certain payments after the Final Distribution Date to Certificateholders and the obligation of the Depositor to send certain notices as hereinafter set forth) the obligation of the Depositor to send certain notices as hereinafter set forth) shall terminate upon the last action required to be taken by the Trustee on the Final Distribution Date pursuant to this Article IX following the earlier of:
 - (i) the later of the final payment or other liquidation (or any Advance with respect thereto) of the last Mortgage Loan remaining in the Trust Fund or the disposition of all property acquired upon foreclosure or deed in lieu of foreclosure of any Mortgage Loan, or
 - (ii) at the option of the Master Servicer, the purchase of all Mortgage Loans and all property acquired in respect of any Mortgage Loan remaining in the Trust Fund, at a price equal to 100% of the unpaid principal balance of each Mortgage Loan (or, if less than such unpaid principal balance, the fair market value of the related underlying property of such Mortgage Loan with respect to Mortgage Loans as to which title has been acquired if such fair market value is less than such unpaid principal balance) (and if such purchase is made by the Master Servicer only, net of any unreimbursed Advances attributable to principal) on the day of repurchase, plus accrued interest thereon at the Net Mortgage Rate (or Modified Net Mortgage Rate in the case of any Modified Mortgage Loan), to, but not including, the first day of the month in which such repurchase price is distributed;

provided, however, that in no event shall the trust created hereby continue beyond the expiration of 21 years from the death of the last survivor of the Court of St. Joseph P. Kennedy, the late ambassador of the United States to the Court of St. James, living on the date hereof; and provided further, that the purchase price set forth above shall be increased as is necessary, as determined by the Master Servicer, to avoid disqualification of any REMIC created hereunder as a REMIC.

The purchase price paid by the Master Servicer pursuant to Section 9.01(a)(ii) shall also include any amounts owed by Resideatign and Certification on Last Page Harvey Ruvin. Clerk

Exh. 99 Pyz

paragraph of Section 4 of the Assignment Agreement in respect of any liability, penalty or expense that resulted from a breach of the representation and warranty set forth in clause (xlvi) of Section 4 of the Assignment Agreement that remain unpaid on the date of such purchase.

The right of the Master Servicer to purchase all of the Mortgage Loans pursuant to clause (ii) above is conditioned upon the date of such purchase occurring on or after the Optional Termination Date. If such right is exercised by the Master Servicer, the Master Servicer shall be deemed to have been reimbursed for the full amount of any unreimbursed Advances theretofore made by it with respect to the Mortgage Loans being purchased. In addition, the Master Servicer shall provide to the Trustee the certification required by Section 3.15, and the Trustee and any Custodian shall, promptly following payment of the purchase price, release to the Master Servicer the Mortgage Files pertaining to the Mortgage Loans being purchased.

In addition to the foregoing, on any Distribution Date on or after the Optional Termination Date, the Master Servicer shall have the right, at its option, to purchase the Class A Certificates, Class M Certificates and Class SB Certificates in whole, but not in part, at a price equal to the sum of the outstanding Certificate Principal Balance of such Certificates plus the sum of one month's Accrued Certificate Interest thereon, any previously unpaid Accrued Certificate Interest, and any unpaid Prepayment Interest Shortfalls previously allocated thereto and, in the case of Prepayment Interest Shortfalls, accrued interest thereon at the applicable Pass-Through Rate through the date of such optional termination. If the Master Servicer exercises this right to purchase the outstanding Class A Certificates, Class M Certificates and Class SB Certificates, the Master Servicer will promptly terminate the respective obligations and responsibilities created hereby in respect of these Certificates pursuant to this Article IX.

SECTION 2. Effect of Amendment.

Upon execution of this Amendment, the Pooling Agreement shall be, and be deemed to be, modified and amended in accordance herewith and the respective rights, limitations, obligations, duties, liabilities and immunities of the parties thereto shall hereafter be determined, exercised and enforced subject in all respects to such modifications and amendments, and all the terms and conditions of this Amendment shall be deemed to be part of the terms and conditions of the Pooling Agreement (as applicable) for any and all purposes. Except as modified and expressly amended by this Amendment, the Pooling Agreement is in all respects ratified and confirmed, and all the terms, provisions and conditions thereof shall be and remain in full force and offect.

SECTION 3. Binding Effect.

The provisions of this Amendment shall be binding upon and inure to the benefit of the parties hereto, any Certificateholder and each of their respective successors and assigns.

A TRUE COPY CERTIFICATION ON LAST PAGE HARVEY RUVIN, CLERK

Ext. 99 Pg5

SECTION 4. Governing Law.

This Amendment shall be governed by and construed in accordance with the laws of the State of New York and the obligations, rights and remedies of the parties hereunder shall be determined in accordance with such laws.

SECTION 5. Severability of Provisions.

If any one or more of the covenants, agreements, provisions or terms of this Amendment shall be for any reason whatsoever held invalid, then such covenants, agreements, provisions or terms shall be deemed severable from the remaining covenants, agreements, provisions or terms of this Amendment and shall in no way affect the validity or enforceability of the other provisions of this Amendment or of the Certificates or the rights of the Certificate Insurer or the Certificateholders.

SECTION 6. Section Headings.

The section headings herein are for convenience of reference only, and shall not limit or otherwise affect the meaning hereof.

SECTION 7. Counterparts.

This Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signature Pages Follow]

A TRUE COPY CERTIFICATION ON LAST PAGE HARVEY RUVIN, CLERK

Exh. 99 Pyx

IN WITNESS WHEREOF, the Company, the Master Servicer and the Trustee have caused their names to be signed hereto by their respective officers thereunto duly authorized as of the day and year first above written.

> RESIDENTIAL ASSET SECURITIES CORPORATION

Title:

RESIDENTIAL FUNDING COMPANY, LLC

Name:

Title:

U.S. BANK NATIONAL ASSOCIATION. as Trustee

Name:

Title: Authorized Signer

Acknowledged and agreed to by:

RFC ASSET HOLDINGS II. LLC.

as the sole owner of the Class, SB Certificates

EL, 99 Pg7

IN WITNESS WHEREOF, the Company, the Master Servicer and the Trustee have caused their names to be signed hereto by their respective officers thereunto duly authorized as of the day and year first above written.

By:
Name:
Title:

RESIDENTIAL FUNDING COMPANY, LLC

By:
Name:
Title:

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By:
Name: Michelle Moelle.
Title: Authorized Signer

RESIDENTIAL ASSET SECURITIES

Acknowledged and agreed to by:

RFC ASSET HOLDINGS II, LLC, as the sole owner of the Class SB Certificates

By: Name:

Exh 99

STATE OF MINNESOTA)

SS.:

COUNTY OF HENNEPIN)

On the 26 day of September 2007 before me, a notary public in and for said State, personally appeared 1. 301322. known to me to be an Assected of Residential Funding Company, LLC, one of the limited liability companies that executed the within instrument, and also known to me to be the person who executed it on behalf of said corporation, and acknowledged to me that such limited liability company executed the within instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public

AMY SUE OLSON Michary Public Michary Public

[Notarial Seal]

Exh. 93

STATE OF MINNESOTA)

| SS.:
| COUNTY OF RAMSEY |

On the 26th day of September 2007 before me, a notary public in and for said State, personally appeared Michelle Moeller, known to me to be an Assistant Vice President of U.S. Bank National Association, a banking association organized under the laws of the United States that executed the within instrument, and also known to me to be the person who executed it on behalf of said banking corporation and acknowledged to me that such banking corporation executed the within instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public



and substant

[Notarial Scal]

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT IN AND FOR MIAMI DADE COUNTY FLORIDA CIVIL ACTION

MAURICE SYMONETTE

Plaintiff

CASE NO: 2021-

10826-CA01

v.

U.S. BANK, NATIONAL ASSOCIATION, AS TRUSTEE FOR RASC 2005AAHL3, MERS, FRANKLYN CREDIT MANAGEMENT CORP and AXIOM FINANCIAL SERVICES

Defendants,

MOTION AND AFFIDAVIT FOR RELIEF, RECUSAL. VACATION OF ORDERS AND MEMORANDUM OF LAW •

Pursuant to Florida Stat. 112.131, Florida Rule 2.160 (H) and Federal Rules of Civil Procedure Rule 60, Plaintiff MAURICE SYMONETTE hereby files this Motion for Relief & Recusal and Supporting Memorandum regarding the June. 25 2010 Valerie Manno Schurr Freview of the record and Final Judgement Order, Exhibit. J because it injured us. based on the following facts, new information, just terms, judicial misconduct, fraudulent grounds and discovered conflict of personal investment interests on Financial Disclosures of Judges and officers of this Court (Exhibits # B) Attached- U.S. BANK Special Situation Property Funds Account Page 42, IFRS 2018 Tables 9-13, SEC Filings- U.S. BANK Florida Subsidiaries, Judge Valerie Manno Shurr Financial Interests & Property Disclosures).

Florida Rule 2.160 (H) Says A Judge must Vacate her orders for Conflict of Interest like the orders judge valerie MANNO SHURR DID IN THE ILLEGAL EXPARTE HEARING 06/25/2010 WHERE SHECHANGED THE ORDER OF DISMISSAL WITH PREJUDICE TO DISMISSAL WITHOUT PREJUDICE AND RETURN THAT BACK TO DISMISSED WITH PREUDICE AND ALL HER OTHER ORDERS SHE DID IN THE NEW CASE 2022, Theodore R. Bundy V. Judge John A. Rudd, Fl. Rule 2.160 (D) (1), Fl. Code Jud. Conduct Canon 3E (1) A Judge shall disqualify herself where impartiality might reasonably be questioned Rule 2.160 (D) (1) and grounds to disqualify is a party fears that the Judge is Biased, Fl. Statue 112.312 (8) and Judge can't have a conflict of Interest!

Judge Valerie Schurr must Recuse herself for an open obvious Conflict of Interest because she's and was doing business with US Bank, GMAC and OCWEN and helping them to make money so that she can make money by foreclosing and taking (stealing) our property while acting as the Judge on the case on our property, not on case's Merits but for to make her and them money Illegally. Here's proof.

NOW I'M REPORTING JUDGE SHURR TO THE

ADMINISTRATIVE JUDGE WHO APPOINTS JUDGES TO CASES,
GOVERNOR DE SANTIS, THE JOC, THE BAR, THE US DOJ, THE
FBI, THE FLORIDA STATE ATTONEY AND MEDIA FOR
OBVIOUS RACIST MISCONDUCT, BY TOTALLY IGNORING
FLORIDA STATUTES-RULES AND FOR CRAZY OBVIOUS
CONFLICTS OF INTEREST

Because something strange has Happened out of nowhere! Judge Valerie Manno Schurr's SIGNATURE and NAME shows up on the DISMISSAL WITH PREJUDICE that was done by Judge ZABEL's Order of Dismissal With PREJUDICE 04/07/2010 THE YEAR AFTER Judge Valerie Manno Shurr BECOMES JUDGE RIGHT BEFORE SHE mistereouly dose another Dismissal with Prejudice 04/07/2010 exactly one year after Judge Zabel's 04/07/2010 Order of Dismissal With Prejudice to take over our case to save U.S. BANK FROM US and save JUDGE ZABEL, THEIR LAWYERS FROM THE WRATH OF THEIR BOSS GMAC (US BANK) WHO HAD ALREADY PAID THEM TO SAVE U.S. BANK FROM US. JUDGE VALERIE MANNO SHURR is who we're just now finding out that THE BANKS PAID HER TO TRICK US INTO BELIEVING THAT WE WERE SAFE FROM US BANK WITH THE DISMISSAL WITH PREJUDICE AND THEN THREE MONTHS LATER JUDGE VALERIE MANNO SHURR CHANGES IT TO DISMISSAL WITHOUT PREJUDICE IN AN ILLEGAL EXPARTE HEARING WITHOUT US KNOWING SO THAT US BANK COULD AND START THE SAME CASE OVER

WITHOUT NOTICE TO US! WHY DID **GMAC (US BANK)** PAY JUDGE VALARIE MANNO SHURR TO AKE OVER OUR CASE WAS BECAUSE JUDGE ZABEL DISMISSED WITH PREJUDICE US BANK'S CASE 04/07/2009 AS SEEN ON THE DOCKET CASE NUMBER 2007-12407-CA-01 LINE 10, Exh. C. And FORD MOTOR CO. V. CALLOWAY SAYS A JUDGE CAN'T CHANGE ANOTHER JUDGE'S ORDER SO, JUDGE VALARIE MANNO SHURR FILED HER DUPLICATE DISMISSAL WITH PREJUDICE SAMPLE ZABEL'S ORDER FILED 04/07/2009 AND SHURR'S DUPLICATE ORDER FILED 04/07/2010 AS SEEN ON THE DOCKET CASE NUMBER 2007-12407-CA-01 LINE 10 AND 11, Exh. C. ALL DONE SO THAT SHE COULD IN AN ILLEGAL EXPARTE HEARING IN VIOLATION OF FLORIDA STAT. 702.07 WITH THE PLAINTIFF US BANK CHANGE HER OWN ORDER TO DISMISSAL WITHOUT PREJUDICE, Exh. F. TO HELP GMAC (US BANK). STEAL SO THEY CAN ALL MAKE MONEY OFF OF HELPLESS BLACKS. USING BIG BAD JUDGES AND LAWYERS! The Proof that JUDGE VALARIE MANNO SHURR made MONEY to help them is on her Form 6 FULL AND PUBLIC DISCLOSURE OF FINANCIAL INTEREST SWORN AFFIDAVIT OATH of 2008 that shows on Part C. Liabilities section that a 1She has \$995,000.00 and \$91,498.00 from GMAC which is the Servicer and owner RESIDENTIAL FUNDING CORPORATION in their notice of transfer said they were controlling our payments as Servicer from at least 1/1/2007 on the Mortgage Payment Coupon at the bottom of the Transfer

Letter, Exh.S. and \$129,000,00 from Wells Fargo which is US BANK NATIONAL ASSOCIATION AS TRUSTEE FOR RASC 2005 AHL3, Exh.(DD). And Judge Shurr has \$129,000,00 from Wells Fargo which is US BANK NATIONAL ASSOCIATION AS TRUSTEE FOR RASC 2005 AHL3, Exh.(DD) then in 2009 form 6 it shows GMAC MORTGAGE of \$410,000.00 and Credit line with GMAC, and \$128,000 Wachovia which is Wells Fargo which is US BANK, Exh.(EE) and then she allows an Illegal Ex parte Hearing with US Bank National Attorneys to change her order which is really Judge Zabel's Order from DISMISSED WITH PREJUDICE in April 6th, 2010 Exh. (F3) to change the Dismissed with Prejudice 3 months later in June 27th 2010 into DISMISSED WITHOUT PREJUDICE In this Ex Parte hearing Exh.(F). which is only supposed to be done with only the Defendants that are about to lose their home to the Foreclosure Sale and this must be done before the sale of the House according to Fl. Statute 107.07, (during the interim GMAC also had a Florida Default Letter as the Servicer) and after that wonderful gift Judgement to US Bank National Association and helping Judge Zabel out of the mess for doing a Judgment without a Docketed Complaint, Note, Allonge, Mortgage or an Assignment from the Records which was literally Criminal, Thievery of our house. Then suddenly In her 2010 Form 6 Disclosure of Financial Interest, Exh.(FF), it shows a \$400,000.00 gift from GMAC and shows \$1,000,000.00 from Wells Fargo which is US Bank, Exh. (EEE). All of this is pay to Play RICO Conspiracy to Steal Black Peoples Houses which they're also doing to White

European Gentiles! US BANKS only lawful Remedy was to Appeal the Dismissal with Prejudice within 30 days according to Florida Appelate Rule 4 (a)(1)(A). But now a case that was Dismissed with Prejudice was given life again by Judge Valerie Manno Schurr's illegal Ex parte hearing and changing the Dismissal with Prejudice to Dismissal without Prejudice which allowed US BANK to secretly file another Foreclosure Case against the House at 15020 South River Drive Miami Florida 33167 and US Bank did file another case which was a continuance of the same Case from 2007 which is called Case Number 2007-12407-CA01 that was Dismissed with Prejudice and Secretly changed to Dismissed without Prejudice and without any notice to us in 2010 called Case number 2010-61928-CA01 this 2010 was also done without the Original Mortgage, Assignment and Docs. Original of the Note, Allonge to the Note, and the second Allonge from Fannie Mae or indemnification info that indemnifies Fannie Mae and there must be the Loan Number, Date and the printed name of the Signer as required by Federal Fannie Mae Rules B8-3-04 for Fannie Mae of which none of this is on the copy of the Allonge recorded on the Docket, Exh. LL. And JUDGE VALERIE MANNO SHURR has taken my new Case again to finish what she started by Ruling in favor of US BANK and GMAC with worst Conflicts of Interests that she's trying to hide so that she can Rule in the Bank's Favor to illegally. Because in her FORM 6 - 2019 and 2020 Financial Disclosure Affidavit she has over 11,192,000.00 million, plus on line 5 she states that she has a \$400,000.00 Mortgage with City National Bank that is Royal Bank of Canada which is Wells Fargo, Exh. SS. and Wells

Fargo is US Bank the Bank Judge Valerie Manno Shurr is helping to illegally Foreclose on us, Exh. TT. The other conflict is Shurr's \$400,000.00 Mortgage Holder City National Bank that is Royal Bank of Canada Which is Morgan Stanly/ JP MORGAN, Exh. VVV, which is US BANCORP/ US BANK, Exh. W. and Exh. X. all this is CITY NATIONAL BANK Exh. SS. Who Merged with Wachovia Bank who admitted the were SLAVE MASTERS OF BLACK PEOPLE, Exh.UU. to just take CRIPLE HELPLESS BLACK PEOPLE'S HOMES. I will investigat how this Judge accumulated 11 million dollars on a JUDGE'S SALLARY, I Demand to see where all that money This is the BANK that was served my law suite by an official Servicer acknowledge by US BANK which by Florida Statute they hod only 20 days to answer but they never answered for six months while we trying to Default them the whole time, yet JUDGE VALERIE MANNO SHURR with her millions of dollars of Conflicts of interest helped US Bank by not ever Defaulting them no matter what the laws and rules say I Really don't stand a chance in this fight because the referee (JUDGE SHURR) is being paid by my Opponents to Rule only in their (US BANK'S-GOLIATH'S) favor I AM Detroyed and CRUCIFIED by these Wicked Animals who break all the Laws and kill BLACK PEOPLE and hold themselves not GUILTY by these CROOKED EVIL JUDGES like JUDGE VALERIE MANNO SHURR and I know they are Plotting to KILL me right now, K.J.V. BIBLE= ZECHARIAH 11:5!!!!! Axiom Financial Services now refered to as (AFS) is the Bank the Note was done with and (AFS) sold the Note with the MIN. Account number 100176105062733203{M at the bottom of each page of the adjustable rate Note

Exh.(NN) with the Cusip Number 315912873 to Fidelity Strategic Real Return Fund according to the CUSIP search by CUSIPONE EXPERT CUSIP search service as stated by The Expert Witness Affidavit of Fact Wesley Jarvis, Trustee for CUSIPONE Trust, Exh. (OO). The (AFS) Note was sold by (AFS) 9/7/2005 three months after Leroy Williams signed the (AFS) Note and is with Fidelity Strategic Real Return Fund until this day according to The CUSIPOne Expert Witness Exh. (PP) So the (AFS) Note never went to US BANK NATIONAL ASSOCIATION AS TRUSTEE FOR RASC 2005 AHL3 now referred to as (USB). So (USB) cannot Foreclose on this (AFS) Note nor anyone of the above stated Defendants because they don't own the Note and even Fidelity Strategic Real Return Fund cannot Foreclose because (USB) in 2007 did a Publigation to Foreclose on the (AFS) Note and Fidelity Strategic Real Return Fund did not Object or Intervene within 30 days of the publication of the Foreclosure of 2007 of Fidelity Strategic Real Return Fund standing to Foreclose according to Fl. Stat. () Exh. (pp) or any Interest in the Note and therefore they have no standing And according to the SEC - FASB GAAP Rules once a Note is sold on the Market it must be burned and Destroyed because a Note cannot exist at the same time that a stock, bond or fund exist because that is Double Dipping using the Fund and the Note ILLEGALLY. 6. Plaintiff has had exclusive, complete, actual, open, notorious, hostile, and continuous possession of the Property adverse to defendants for more than 17 years. Plaintiff has made and paid for all repais and upkeep, on the property for the past 17 years...

Judge Valerie Manno Schurr says that GMAC BANK on her form 6 full and public disclosure of Financial interests is a Bank she's doing business with, because she's doing business with GMAC/ U.S. BANK and helping them to make money so that she can make money by foreclosing and taking our property proof: In her Form 6. from Tallahassee called FULL AND PUBLIC DISCLOSURE OF FINANCIAL, form 6, Exh. A. Says on line 5 and 6: Judge Valerie Schurr is Doing Business with GMAC with a Mortgage from GMAC for \$91,438.00 and \$995,000.00, And GMAC BANK is U.S. BANK, Exh. E1. and E2. Because in her FORM 6 - 2019 and 2020 Financial Disclosure Affidavit she has over 11,192,000.00 million, plus on line 5 she states that she has a \$400,000.00 Mortgage with City National Bank that is Royal Bank of Canada which is Wells Fargo, Exh. SS. and Wells Fargo is US Bank the Bank Judge Valerie Manno Shurr is helping to illegally Foreclose on us, Exh. TT. The other conflict is Shurç's \$400,000.00 Mortgage Holder City National Bank that is Royal Bank of Canada Which is Morgan Stanly/ JP MORGAN, Exh. VVV, which is US BANCORP/ US BANK, Exh. W. and Exh. X. all this is CITY NATIONAL BANK Exh. SS, Who Merged with Wachovia Bank who admitted the were SLAVE MASTERS OF BLACK PEOPLE, Exh.UU. to All of this is a major Conflict of Interest. She and other Judges who have the same conflict of interest has ruled in favor of, U.S. Bank, EXH. C F. of these Conflict of Interest against us and there's more. I have found that our case was directed to her and other Judges in this Pool, So she must recuse herself and vacate her Order, Exh. F, So Valerie Schurr you must Recuse YOUR SELF VACTE ALL YOUR ORDERS NOW! AND I PRAY THAT YOU DON'T SPACE FOR ANNOTHER JUDGE TO ORDER THA T YOUR ORDER TO DISMISS WITHOUT PREJUDICE IS ILLEGALLY BE UPHELD!

FACTUAL BACKGROUND

l. Judge Zabel got very angry with U.S. Bank and decided to dismiss the case with Prejudice between 2007 and 2008 but Judge Valerie Manno Shurr some how ended up being the Judge who signed the Order On APRIL 6, 2010 Judge Valerie Schurr issued a final Judgment order Exhibit.A IN FAVOR of Leroy Williams to dismiss the Foreclosure case against him with Prejudice whose property is now Quitclaimed to Plaintiff Maurice Symonette in the former case no: 07-12407CA01 where U.S. BANK could never produce the promissory Note though they were asked by the Judge several times but never did bring it forth, Exhibit. I. and then after three months and GMAC doing business (Pavoff) Judge Valerie Manno Shurr! on lune. 25 2010, issued a Issued another Order that changed Zabel and Valerie Manno Schurr's Order from dismissed with Prejudice to suddenly dismissed without Prejudice in an illegal Ex Parte hearing with her and her Business Partner's U.S. Bank/GMAC and Judge Valerier Manno Schurr is now the same Judge with the same Conflicts of Interest rulling on the same case and property with the same business partners against Maurice Symonette concerning the same property this is wide open Crazy! And Sad! That this Court is Strong Arming,. Bullying and just taking our house like gangsters with the Full strength of the Police against the helpless these gangster ways has her now gone and went from a few Million Dollars to now over \$20 million Dollars with the same business Partners as a quasi-defense attorney for U.S. BANK her personal investment Partner to make money together. Plaintiff MAURICE SYMONETTE has now subsequently provided the United States Department of Justice (DOJ) on specific newly discovered whistle blower information and records regarding millions of dollars in exposed fraudulent foreclosure claims made by the Defendants U.S. BANK, Clerks and Court officers in this action. Exhibit, O. GMAC does not own the Note.

MEMORANDUM OF LAW

The Defendants maintains timely Constitutional due process civil rights for Florida Rule 2.160 (H) and Federal Rule 60 Relief to close this case with the original Dismissal with Prejudice in our Defendants favor with requirement of Valerie Schurr Recusal based on exposed financial conflicts of interests Fla. Stat.112.312 (8)(9).

Rule 2.160 (H) and FRCP Rule 60, relief from Judgment Or Order and to Vacate Order.

There is to be no conflict of interest with the Judge and the Plaintiff against DEFENDANTS. LIKE

- (1) mistake, inadvertence, surprise, or excusable neglect;
- (2) newly discovered evidence that, with reasonable diligence, could not have been discovered in time to move for a new trial under Rule 59(b):
 - 3. Fraud whether previously called intrinsic or extrinsic, misrepresentation or misconduct by an Opposing party

A Judge is expected to Recuse herself according to Fla. Code Jud. Conduct, Canon 3E (1), Fla. Rule 2.160 (A) (H), Fla. Statute 112.312 (8) and pursuant to 28 U.S, C. § 455 Under § 455(a), Recusal is mandatory in "any proceeding in which Judge's impartiality might reasonably be questioned." Under Fla. Code Jud. Conduct, Canon 3E (1) and § 455(b), a judge is expected to disqualify herself whenever any of the five statutorily prescribed criteria can be shown to exist in fact; even if no motion or affidavit seeking such relief has been filed, and regardless of whether a reasonable person would question the judge's impartiality.

- Fla. Code Jud. Conduct, Canon 3E(1), Fla. Rule 2.160 (A) (H), Fla. Statute 112.312 (8) and Section 455(b) he shall also disqualify himself in the following circumstancess.
- (4) He knows that he, individually or as a fiduciary, or his spouse or minor child residing in his household, has a financial interest in the subject matter in controversy or in a party to the proceeding, or any other interest that could be substantially affected by the outcome of the proceedings

CONCLUSION

This Motion for Relief by Vacating Order Judgments Florida Rule 2.160 (H) and Recusal is based on new facts, related to a whistle

(d)(4) "financial interest" means ownership of a legal or equitable interest, however small

blower's information, willful blindness, fraud, misconduct, and discovered evidence unknown at the time of the original Complaint filing Plaintiff could not reasonably know the financial dealings with Defendants of a yet to be assigned judge before the original Complaint filing As previously displayed by his Dismissal Order, due to cited improper financial conflicts of interest, Judge Valerie Schurr was incapable of impartially and without animus against Pro-Se Plaintiff or to exercise unbiased judicial duties required for due process justice in this case knowingly because nobody forgets how and why they get \$995,000.00 at the time that we asked THE ACTUAL JUDGE, JUDGE ZABEL to Dismiss our case With Prejudice. So that JUDGE VALERIE MANNO SHURR was paid to and would change the Order to DISMISSAL WITHOUT PREJUDICE!!!

Judge Valerie Schurr has creditor loan history and business with Defendant U.S BANK MERS and GMAC that caused THIS preferential Quid Pro *Quo* treatment by her sua sponte review and <u>Final Judgment Order</u>. Judge Valerie Shurr has significant exposed investor financial interests in the subject matter in controversy and with Defendants U.S. BANK that will be substantially negatively affected by the outcome of that proceedings when the Plaintiff "ultimately prevails and promotes in paid for adds in the media. Because people can't win when the Judge is on the side of the Banksters to steal property and money off their Prey!

Example of Judges who already recused themselves from U.S. BANK

1. JUDGE DARRIN P. GAYLES Exhibit, P.

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Case 0:23-cv-61345 Document 1-4 Entered on FLSD Docket 07/14/2023 Page 54 of 165

FULL AND PUBLIC DISCLOSURE OF FORM 6 2011 Please print or type your name, mailing **FINANCIAL INTERESTS** address, agency name, and position below COMMISSION ON ETHICS LAST NAME - FIRST NAME - MIDDLE NAME: **FOR OFFICE** DATE RECEIVED Ruvin Harvev USE ONLY: MAILING ADDRESS: JUL 0 3 2012 73 West Flagler Street, Room 242 ID Code CITY: 7IP · COUNTY: 10 No. 15384 Miami, Florida **33130** Miami-Dade NAME OF AGENCY Miami-Dade Clerk of Courts Conf. Code NAME OF OFFICE OR POSITION HELD OR SOUGHT: P. Req. Code Clerk of Circuit and County Courts CHECK IF THIS IS A FILING BY A CANDIDATE PULLIFEEF FORS PART A - NET WORTH Please enter the value of your net worth as of December 31, 2011, or a more current date. [Note: Net worth is not calculated by subtracting your reported liabilities from your reported assets, so please see the instructions on page 3.) My net worth as of_ <u>December 31</u>, 20 11 was \$ 1,567,788.00 PART B - ASSETS **HOUSEHOLD GOODS AND PERSONAL EFFECTS:** Household goods and personal effects may be reported in a lump sum if their aggregate value exceeds \$1,000. This category includes any of the following, if not held for investment purposes: jewelry; collections of stamps, guns, and numismatic items; art objects; household equipment and furnishings; clothing; other household items; and vehicles for personal use. The aggregate value of my household goods and personal effects (described above) is \$ 175,000.00 ASSETS INDIVIDUALLY VALUED AT OVER \$1,000: DESCRIPTION OF ASSET (specific description is required - see instructions page 4) **VALUE OF ASSET** Security Investment Accounts (See Attached List) 47,788 **IRA Deferred Compensation Accounts** 265,000 Personal Residence 1,500,000 1,812.788 PART C - LIABILITIES LIABILITIES IN EXCESS OF \$1,000 (See Instructions on page 4): NAME AND ADDRESS OF CREDITOR **AMOUNT OF LIABILITY** Wells Fargo Mortgage 315.000 Miscellaneous Credit Cards 5,000 Bank of America 100,000 420,000 JOINT AND SEVERAL LIABILITIES NOT REPORTED ABOVE: NAME AND ADDRESS OF CREDITOR **AMOUNT OF LIABILITY**

•	1	PART D	INCOME		
You may EITHER (1) file a completed ment identifying each separate sout of Part D, below.	te copy of your 2011 federal arce and amount of income	income tax re which exceed	eturn, including all W2's, schedules, s \$1,000, including secondary source	and attachments ces of income, b	s, OR (2) file a swom state- y completing the remainder
i elect to file a copy of my 2 [If you check this box and a	2011 federal income tax retur ttach a copy of your 2011 ta	n and all W2's x return, you	s, schedules, and attachments. need not complete the remainder of	Part D.)	
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and any attachments hereto is true, accurate, and complete.					
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Elizabeth Soto (Print, Type, or Stamp Commissioned Name of Notary Public)					ublic)
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FILING INSTRUCTIONS for when and where to file this form are located at the top of page 3. INSTRUCTIONS on who must file this form and how to fill it out begin on page 3. OTHER FORMS you may need to file are described on page 6.



ELIZABETH SOTO
MY COMMISSION & EE 168865
EXPIRES: March 4, 2016
Sonded Thru Notary Public Underwriter

ATTACHED LIST (FORM 6 - 2011)

STOCKS RONDS MUTUAL FUNDS ASSURED		
STOCKS, BONDS, MUTUAL FUNDS, MONEY MARKET		<u>VALUE</u>
DPRS	\$	498.00
BALLARD POWER SYSTEMS	\$	324.00
WALGREEN	\$	33,060.00
BANK DEPOSIT PROGRAMS	<u>\$</u>	13,906.00
TOTAL	\$	47,788.00

Exh. VVV

ROYAL BANK of GRANA IS MORGAN STANLEYS

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C hands from the contract of t Canada's RBC turns heads in U.S. with wealth

4. The Notice of Lis Pendens filed by Plaintiff and recorded in the public records of MIAMI-DADE County, Florida, regarding the below-described property:

LOT 105, BISCAYNE GARDENS SECTION F PART 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 44, PAGE 46, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

be and same hereby is canceled, vacated, discharged and shall be of no further force or effect, and the Clerk is hereby directed to record this Order to reflect same.

- The Final Summary Judgment heretofore entered on August 09, 2007, be and the same hereby is set aside and shall be of no further force or effect.
- 6. The Plaintiff requests that the original Note and Mortgage be returned to the Plaintiff and photostatic copies shall be substituted in their place.

JUN 2 3 2010

VALERIE R. MANNO SCHURR Circuit Court Judge

Copies furnished to:
Ploride Default Law Group, P.L.
P.O. Box 25018
Tampa, Florida 33622-5018
All parties on the attached service list.
P07012148 - M010502
GMAC-CONV-aboves

VALERIE MANNO SCHURR CIRCUIT COURT JUDGE



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Case 0:23-cv-61345 Document 1-4

Case 0:23-cv-61345 Document 1-4 Entered on FLSD Docket 07/14/2023 Page 61 of 165

Dases III

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tt is the parent company of U.S.

Bank National Association, which is the 5th

company provides banking, investment, mortgage, trust, and payment services products to individuals, businesses, governmental entities, and other financial institutions. It has 3,106 and 4,842

and has approximately 72,400 employees. The company also owns a processor of credit card transactions. U.S. Bancorp operates under the second-oldest continuous national charter, originally Charter #24, granted in 1863 following the passage of the Earlier charters have expired as banks were closed or acquired, raising U.S. Bank's charter number from #24 to #2. The oldest national charter, originally

which it obtained upon its merger with

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IN THE CHROUT COURT OF THE ELEVENTH JUDICIAL CIRCUIT & IN AND FOR MIANE-DADE COUNTY, FLORIDA CIVIL ACTION

US BANK, KA.,

CASE NO.

2007-12407-CA

VISION

SPACE FOR EACONOMY ONLY IS HELD

LEROY WILLIAMS; MARK WELLS; FRANKLIN CREDIT MANAGEMENT CORPORATION; CITY OF NORTH MIAMI;

Defendant(s).

PINAL ORDER DISMISSING CASE, CANCELING PORECLOSURE SALE, CANCELING NOTIFIC UNIT OF PERSONNELS, AND SETTING ASIDE COLL SUMMARY SUBGMENT AND SUBSECTIONS
PROTOGRATIC COPERS

THIS CAUSE having come on before the Court, ex parte, pursuant to the Motion filed by the Plaintiff, pursuant to Sention 702.07 Florida Studies (2005), and the Court being otherwise fully advised in the premises, it is,

ORDERED AND ADJUDGED as follows:

- The case be and the same hereby is dismissed, but without prejudice to the future rights of the Plaintiff to bring an action to foreclose the mortgage which is the subject matter of the instant cause.
- 2. All Counts of the Complaint against Defendants: LEROY WILLIAMS; MARK WELLS; FRANKLIN CREDIT MANAGEMENT CORPORATION; CITY OF NORTH MIAMI; are hereby dismissed.
 - Any scheduled foreclosure sale is canceled.

FILE NUMBER: F07012148

Serial: 13666522 DOC_ID: M010502





Page 63 of 165

old H

IN THE CIRCUIT COURT OF THE 11™ JUDICIAL CIRCUIT IN AND FOR DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO: 2007-12407-ca1

US Bank ,N.A. Plaintiff(s) April 1,2010

V.

Leroy Williams Defendant(s)

ORDER OF DISMISSAL WITH PREJUDICE

This action was heard on the defendants motion to dismiss for lack of prosecution Served on April 11,2008. The court finds that (1) notice prescribed by rule 1.40 (e) Was served on April 11,2008; (2) their was no record activity for the year preceding Service of the foregoing notice; (3) no stay has been issued or approved by the court And (4) no party has shown good cause why this action should remain pending.

Accordingly,
IT IS ORDERED That this action is Dismissed for lack of Prosecution with Prejudice
DONE AND ORDERED in chambers, at Miami, dade county, Florida this 31th day of

March, 2010.

APR 06 201

APR OF THE

ES WANTED STREET

CIRCUIT COURT JUDGE

CC-Allpaches

STATE OF FLORIDA, COUNTY OF MIAMI-DADE

orbinal find in this office 102 AD 10 21

Deputy Clark

MONA BRUNO \$79806

Mortgagee: LEROY WILLIAMS

15020 SOUTH RIVER DRIVE MIAMI, FL 33167 Address:

Loan Amount: \$ 448,000.00

ALLONGE TO NOTE

PAY TO THE ORDER OF:

RESIDENTIAL FUNDING CORPORATION

WITHOUT RECOURSE

Assistant Secretary Axiom Finencial Services

MIN # 100176105062733202

ARL 620017.UFF

Page 1 of 1

28465374



10:34 7

a bing.com

RFC, an international financial services corporation which earns major profits each year, such as \$2.9 billion in 2004. Register your Homecomings Financial Network Complaint

Homecomings Financial Network - Big... www.bigclassaction.com/lawsuit/homecomings_fin...

Feedback

PEOPLE ALSO ASK

Where is the homecomings financial mortgage company located?

When did homecomings financial go out of business?

Is there a GMAC Bank that accepts mortgages?

Attestation Report - GMAC Mortgage, LLC and Homecomings ... https://www.sec.gov/Archives/edgar/data/138332...

We have examined GMAC Mortgage, LLC (the "Company"), for itself and its affiliated servicing participant Homecomings Financial, LLC (both subsidiaries of Residential Capital, LLC), compliance with the servicing criteria set forth in Item 1122(d) ...

Home coming:

EXh. 60

AFFIDAVIT OF FACT

STAT**E: OHIO** COUNTY: **FAIRFI**ELD

The undersigned. Wesley Jarvis, Trustee for CUSIPONE Trust, hereby states and confirms that he is of legal age and competent to state on belief and personal knowledge that the facts set forth herein, as duly noted below are true, correct, complete and presented in good faith, establish that:

- 1. The CUSIP numbers attached for LEROY WILLIAMS, for an account bearing number 100176105062733202, were searched through independent databases, confirmed with trading desks, and at least one interest was confirmed as per the reports issued and attached as a result.
- 2. The Fund Manager, or other custodian(s) of the accounts of the fund(s) may have access to internal records indicating detailed data about the percentage of interest as held for the account of LEROY WILLIAMS.
- More than one fund may have an interest in the accounts of LEROY WILLIAMS.
 FURTHER AFFIANT SAYETH NOT.

All Rights Reserved.

FOR WESLEY JARVIS

Wesley J. Janvis, Trustee

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Your CUSIP Results are as follows:

LEROY WILLIAMS (ACCT 100176105062733202 [MIN])

Fidelity Advisor Strategic Real Return Fund

Symbol:

FSRAX

CUSIP:

Inception Date: Net Assets:

9/7/2005

\$462,624,000.00 as of

12/3/2021

Portfolio Assets:

\$462,624,000.00 as of

12/3/2021

A little about the Fund:

Fidelity Strategic Real Return Fund seeks real return consistent with reasonable investment risk by investing in domestic and foreign issuers using a neutral mix of approximately 30% of inflation-protected debt securities, 25% floating-rate loans and 20% REITs and other real estate related investments.



Case 0:23-cv-61345 Document 1-4 Entered on FLSD Docker 07/1492023 Page 0

vertically the property of the charge (30) days after the receipt of the land of the property of the control of

You are notified that this default and any other legal action that may occur as a result thereof may be to one or more local and unitional credit reporting agencies by Franklin Credit Management Corporates.

Attention Servicemenders and Dependents: Servicemembers on active duty, or a spouse or dependent such a servicemender, may be entitled to certain protections under the Servicemembers Cool India to ("SCRA") regarding the servicemender's interest rate and the risk of foreclosure. SCRA and cooling laws provide important protections for you including prohibiting foreclosure under most circumstates. If the Note and Society Instrument now in default, please notify Franklin Credit Management Commediately. When contacting Franklin Credit Management Corporation as to your military service, you must immediately. When contacting Franklin Credit Management Corporation as to your military service, you must provide positive proof as to your military status. Servicemembers and dependents with questions the SCRA should contact their unit's Judge Advocate, or their installation's Legal Assistance Office. It seems to generally a large counseling is also available at agencies such as Military OneSource (www.militaryoccource.mil. 1-800-342-9647) and Remail Forces Legal Assistance (http://legalassistance.law.af.ad.). The contact of the contact the counseling bousing Observators (http://epalassistance.html). You can also contact the counseling bousing Observators (http://epalassistance.html). You can also contact the counseling bounded to the counseling of the counseling Observators (http://epalassistance.html). You can also contact the counseling of the counseling observators (http://epalassistance.html).

For help exploring your options, the Federal government provides contact information for housing counselors, which you can access by contacting the Department of Housing and Urban Development at https://apps.hud.gov/offices/hsg/sfh/bcc/bcs.cfm or by calling 1-800-569-4287.

Sincerely.

Pranklin Credit Management Corporation 101 HUDSON STREET, 24TH FLOOR JERSEY CITY, NJ 07302 1-800-650-7162

Wiring Instructions: PNC Bank, N.A 249 Fifth Ave. Pittsburgh, PA 15222 ABA: 031 207 607 Bank Swift Code: PNCCUS33 -required for International payments- Account number: 802 636 1855 Franklin Credit Management Corp - General Depository 101 Hudson Street, 24TH FLOOR/Suite 2500 Jersey City, NJ 07302

W_CFPB_45DAY Rev. 07/2021 Page 2 of 5

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Exh. RR pg.1

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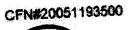
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Exh. RR pg.3

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Page 3 of 18



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Page 5 of 18

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Page 6 of 18

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Page 7 of 18

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Page 11 of 18

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Page 14 of 18

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Page 15 of 18

Exhibit A

Exh. RR pg.16

LOT 103, BLOCK 14, SANS SOUCH ESTATES, according to the Plat threaf as recorded in Plat Book 50, Page 86 of the Public Records of Mismi-Dade County, Florida

Parcel Identification Number: 0622288113400

Double Times

23966/Page3480

CFN#20051193500



Page 16 of 18

PREPAYMENT RIDER

Las Number 150008397

Desc. GCTCSER 20, 2005

PROMISE TERMS ALITITIALS

THIS PREPAYMENT RIDER (As "Man") is easily data 20th. day of OCTOBER PER MUNICIPAL SANKERS. A LIMITED LIABILITY COMPANY

7. The Security instrument expanders the Property more specifically described in the Security of and Instead #

1977 NE 1197H ROAD, MIAMA A/K/A MORTE MIAMI, FLORIDA 33181

ADDITIONAL COVENANTS. In subbles to the covenant and account and Lander Section comment and agree as follows:

median for the payment of a propagation charge to follows:

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Page 17 of 18

OR BK 23966 PG 3482

Exh. RR pg.18

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BY SIGNING BELOW, Bostomer accepts and agrees to the terms and provisions contained in this

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Page 18 of 18

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Exh. VV Pg4



Loss Mitigation Options and Eligibility Requirements

As your mortage loan servicer, we understand that you may be experiencing financial difficulty with mortage payments and would like to discuss your options to make your mortgage payment mortage. We will determine if you qualify based on your financial situation. Please see the workout and distributely requirements below for the loan that is the subject of this Notice or filing.

** The A temporary agreement, which allows for repayment of the unpaid past-due detentions with continued regular mortgage payments. The unpaid past due debt may include principal, increase. The small or costs incurred by the lender.

Eligibility Requirements for this option require a portion of the unpaid past due debt as a down payment, with the remainder of the unpaid debt being spread out over a period of months. You will make the additional payment along with your regular monthly mortgage payment. In order to qualify for this option, you must be able to make the required payments as outlined in the plan.

Deferment Plan - A temporary agreement which allows some payments to be suspended until a future date, at which time those payments must be repaid, or arrangements made to repay them over an agreed upon period (usually 3-6 months).

Eligibility Resignirements for this option are determined by the utility to pay, the current value of the home and the hardship suffered. This option is only available for mortgage loans where the property is the borrower's primary residence.

- Loan Reinstatement If you have the financial ability to bring your loan current, your
 lender/servicer will accept the funds needed to bring the loan current until the day of your foreclosure
 sale. In addition to the monthly mortgage payment, late charges and other amounts due on your loan
 obligation you may be required to pay all outstanding attorney's fees and costs of collection.
- Loan Modification A loan modification allows you the option to repay the loan on newly
 agreed upon terms, which may include lowering the interest rate, placing amounts past due at the end of
 the loan, and/or-extending the term of the loan.

Eligibility Requirements for a loan modification are determined by the ability to pay (which may require a down payment towards the unpaid past due debt and completion of a trial period plant, the current value of the home and hardship suffered.

1 | Page



Exh.V V Page 5



If you have explored all of the options above and are still unable to continue making your monthly mortgage payment, here are some options to assist you in avoiding foreclosure:

Deed-In-Lieu - An option that allows you to voluntarily deed your property to the owner of your mortgage in order to avoid foreclosure. In return, you agree to vacate the property on an agreed upon date leaving the property in "broom swept" condition. You must allow the lender/servicer access to inspect your property (which may include the interior of the home) should such a request be made.

Eligibility Requirements include your inability to pay the debt. Your lender may ask you to complete a financial questionnaire (which may require a hardship letter). In addition, there can be no other liens or judgments against the property other than your mortgage obligation that is currently in default. In other words, title must be "clear and marketable". In some circumstances, your lender may want you to prove that your taxes, insurance, and utilities are current.

Short Sale – This option allows you to avoid foreclosure by selling your property for less than the
total amount owed on the account (subject to agreement by your servicer/lender). While the Short Sale
releases the lien on the property, it does not necessarily absolve the horrower of any remaining debt. For
both senior and junior liens, Franklin Credit Management Corporation reserves the right to pursue the
deficiency balance on behalf of its client, where state law allows.

In order to be eligible you must no longer be able to maintain the mortgage payments, and you must demonstrate that the current property value is below your current indebtedness. The lender may ask you to complete a financial questionnaire (which may require a hardship letter) in order to evaluate your ability to pay the debt. The property must have been listed with a real estate agent. You must provide a Real Estate Purchase Agreement (with no contingencies), Estimated Seulement Statement and Listing Agreement to the servicer for review. If requested, you must allow the lender/servicer access to appraise/value your property.

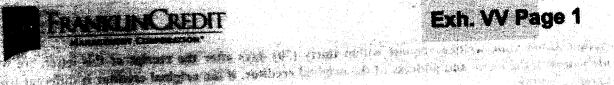
Settlement - This option allows you to avoid foreclosure by settling the debt for less than the
total amount owed on the account (subject to agreement by your servicer/lender), and also resulting in the
release of the servicer/lender's lien on your home.

Eligibility Requirements include your inability to pay the debt. You may be required to complete a financial questionnaire (which may require a hardship letter), provide proof of income, a copy of your financials, a payoff letter from the any other mortgages on the property, and may need to provide other documents required to establish your eligibility. All settlement agreements are also subject to client approval.

Von must take the first step by contacting us, at 1-800-650-7162, Monday through Friday, 8:00am – 5:00pm ET. You may also write to us at 101 Hudson Street, 24th Floor, Jersey City, NJ 07302 or email us at <u>documents's franklineredit.com</u>. Be sure to include your name and loan number in your correspondence.

Please be advised that this letter does not constitute a commitment to approve any workout plan.

2 | Page



Exh. VV Page 1

Sent Via First-Class

11/17/2021 (1-13) Proprogrammed (#223) (#223) (#223)

LEROY A WILLIAMS of John Williams : 15020 S RIVER DR e MIAMI, FL 33167-1035

Lan Number (Controller) Browny Advances 1950 P. N. V. M. Daniel OVA F. THOUSE THE PARTY OF THE

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is a legally required gasice. We are establish this notice to you because you are behind on your mortgage perparent. We want to soully you of possible mays to award loung your bear. We have a right to myoke foreclosure based on the terms of your mortgage contract. Please read this letter carefully.

Title payment to Franklin Credit Management Corporation, the Servicer of the above-referenced loan acting on behalf of Wilmington Savings Fund Society, FSB, not in its individual capacity but solely as Certificate Trustee of Bosco Credit II Trust Series 2010-1, is currently delinquent. If you are unable to bring your account current, Franklin Credit Management Corporation offers loss mitigation programs designed to help resolve delinquencies and avoid foreclosure. These services are provided without cost to our customers.

Call us today to learn more about your options and instructions for how to apply.

David Behler 101 HUDSON STREET, 24TH FLOOR JERSEY CITY, NJ 07302 201-604-4503 Monday through Friday 8:00 AM - 5:00 PM ET

For more information, visit www.franklincredit.com or email us at Documents@franklincredit.com.

If you need help, enclosed are application instructions and a list of loss mitigation programs for which you may be eligible (most are subject to lender approval).

Franklin Credit Management Corporation is a debt collector, this is an attempt to collect a debt and any information obtained will be used for that purpose.

Unless you notify us within thirty (30) days after receiving this notice that you dispute the validity of this debt or any portion thereof, we will assume this debt is valid. If you notify us in writing within thirty (30) days from receiving this notice that you dispute the validity of this debt or any portion thereof, we will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or



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Branch Address: 1008 Highland Avenue. Helford Chy. CA

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Milami-Dade County Clark - Civil / Probate Justice System - Doctor Information

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Civil / Probate Justice System - Docket Information

BACK TO SEARCH RESULTS

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START A NEW SEARCH

US BANK (NA) vs WILLIAMS, LEROY

* Click on BOOKPAGE of a particular docket to see the image if it is available.*

Case Number (LOCAL): 2007-12407-CA-01

Dockets Retrieved: 48

Filing Date: 04/26/2007

Case Number (STATE): 13-2007-CA-012407-0000-01

Judicial Section: 32

			Judicial Section: 32
Date	Book/Pape	Docket Entry	Comments
04/07/2011		LETTER OF CORRESPONDENCE	FROM MACK L WELLS
11/04/2010		NO FURTHER JUDICIAL ACTION	ORDER FILED IN CASE # 00-8186 CA01 AND IN SHARE
10/14/2010		MOTION:	TO VACATE LAST ORDER & RETAIN ORIG.ORDER
09/28 /2010		MOTION TO VACATE DISMISSAL	
08/06/2 010		TEXT	RETD ORIGINAL NOTE AND MORTGAGE.
06/25/2010	27343 / 949 Pages 3	COURT ORDER	BK:27343 PG:0949 VACATING, DISMISSING, CXL. SALE, RELEASE LIS PENDENS, ETC
06/20/2010		MOTION:	ATY:00071675 R: 5058 TO DISMISS CASE, CANCEL FORECLOSURE SALE, ETC.
96/18/2010		FINAL DISPOSITION DOCUMENT	
D4/07/2010	27244 / 4193 Pages 1	COURT ORDER	BK:27244 PG:4193 OF DISMISSAL
4/07/2009	Judge Z	Abel DISMISSAL PROJUM	DISMISS FOR LACK OF PROSECUTION WITH
9/09/2008		OBJECTION:	TO WRITTEN DISCOVERY, MTN TO STRIKE OR ETC
9/09/2006		· NOTICE:	THAT PLTFF HAS RESPONDED TO DEFENDANT,ETC
8/15/2008	*	LETTER OF CORRESPONDENCE	FROM MACK WELLS TO DISMISS FR LACK OF PROSECUTION
e/15/2008		LETTER OF CORRESPONDENCE	FROM MACK WELLS TO DISMISS FOR LACK OF PROSECUTION
9/17/2007	25944 / 542 Pages 2	COURT ORDER	BK:25944 PG:0542 CANCELING FORECLOSURE SALE
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9/14/2007		PROOF OF PUBLICATION	PUB DATE :08/31/2007
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U.S. Bancorp

Article Tells

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"Vill Bank" redirects here. For other uses, see Bank of the United States

U.S. Sencorp (stylized as us immoorp) is an American bank holding company based in Minneapolis, Minneapolis, and incorporated in Delewere. [4] It is the parent company of U.S. Senk National Association, and is the fifth largest banking institution in the United States. [5] The company provides banking, investment, mortgage, trust, and payment services products to individuals, businesses, governmental antities, and other financial institutions. It has 3,106 branches and 4,842 automated teller machines, primarily in the Western and Midwestern United States. [2] It is ranked 117th on the Fortune 500, [6] and it is considered a systemically important bank by the Financial Stability Board. The company also owns Flavon, a processor of credit card transactions for merchants, and Elan Financial Services, a credit card issuer that issues credit card products on behalf of small credit unions and banks across the U.S. [7]

U.S. Bencorp operates under the second-oldest continuous national charter, originally Charter #24, granted in 1869 following the passage of the National Bank Act. Earlier charters have expired as banks were closed or acquired, raising U.S. Bank's charter number from #24 to #2. The oldest national charter, originally granted to the First National Bank of Philadelphia, is hald by Wells Fargo, which was obtained upon its merger with Wachovia.

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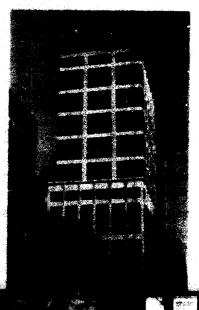
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The U.S. Bank name first appeared as United States National Bank of Portland, established in Portland, Oregon, in 1891. [9] in 1902, it merged with Ainsworth National Bank of Portland, but kept the U.S. National Bank name. [9] It changed its name to the United States National Bank of Gregon in 1984. [9]

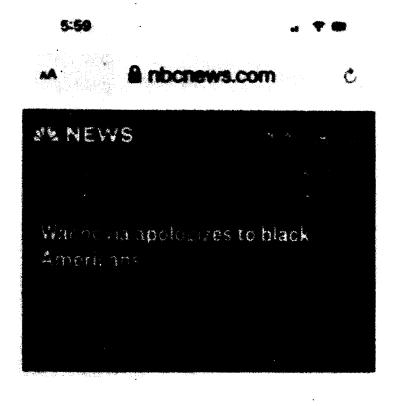
The central part of the franchise dates from 1864, with the formation of First National Bank of St. Paul Minneapolis. ^[N] In 1929, that bank merged with First National Bank of St. Paul Minneapolis (National Bank of St. Paul Bank of

U.S. Bancoro





Exh. UC



Two predecessor banks of Wachovia Corpl owned slaves before the Civil War, the nation's learnth largest bank said Wednesday as it made an apology to black Americans.

We are deeply saddened by these findings,"
Wachon's chairman ken Thompson said in a statement. The Charlotte-based company said in a contracted earlier this year with The History Eactory, a historical research farm, to investigate the prediction.

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MOYAN, BANK OF CANADIA, and MORGAN STANDEY MANG LOAN FARTHERS, LLC. AS CO-DOCUMENTATION AGENTS Dated as of February No. 2021. Bendays Bank PLC, Obtown N.A., Jinforgan Chana Bank, N.A., RBC Capagi Markets and Mangain Standay MUPG Loan Packness, LLC (acting through Mangain Standay School Packness, LLC (acting through Mangain Standay School Packness, LLC (acting through

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Reyal Blank of Conside (TSK, RY) (KYSE, RY) boday announced on offering of \$5 billion of non-visibility contingent capital (RYCC) subordinated debandures ("Tre Nates") through its Canadian Medium.

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Finally, flayed Beink of Conado downgraded Margan Stantoy from an "outperform" rating to a "bector perform" rating and list a \$8700 target price on the stock in a research report on Finday.

Canada's RBC turns heads in U.S. with wealth management

This compared with a Til Increase at Bank of America Corps wheth said to \$2.9 million and a 3.5% jump at Margan Stanley to \$2.7 million, the firms with the biggest wealth management units.

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Exh. W

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Economic Trends to Wetch in 2022 |
JPMorgan Chase

Strong Neusahold balance shierts, depleted inventories and federal infrastructure spending are poised to drive economic demand in 2022. Personal consumption expenditures have issen 12% since 2020, and the ratio of disposable income to household net worth is nearing a recording Covernment strongly, along with the booming expellers and real

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Interiorate joined Flest American Steek in 2009 and brings over 15 years of financial service industry experience. Proc to working for Flest American Steric Maskovike worked for the Flest National Scraff Chicologic Vision (MASKOVIK). Trust Company.

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Case 0:23-cv-61345 Document 1-4 Entered on FLSD Docket 07/14/2028 Page 96 of 165

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Select Year:

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The 2022 Florida Statutes (including 2022 Special Session A and 2023 Special Session B)

<u>Title VI</u> CIVIL PRACTICE AND PROCEDURE Chapter 65
QUIETING TITLE

View Entire Chapter

65.021 Real estate; removing clouds.—Chancery courts have jurisdiction of actions brought by any person or corporation, whether in actual possession or not, claiming legal or equitable title to land against any person or corporation not in actual possession, who has, appears to have or claims an adverse legal or equitable estate, interest, or claim therein to determine such estate, interest, or claim and quiet or remove clouds from the title to the land. It is no bar to relief that the title has not been litigated at law or that there is only one litigant to each side of the controversy or that the adverse claim, estate, or interest is void upon its face, or though not void on its face, requires extrinsic evidence to establish its validity.

History.—s. 1, ch. 4739, 1899; GS 1950; RGS 3213; s. 1, ch. 10223, 1925; CGL 5005; s. 2, ch. 29737, 1955; s. 20, ch. 67-254. Note.—Former s. 66.11.

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Case 0:23-cv-61345 Document 1-4 Entered on FLSD Docket 07/14/2023 Page 99 of 165

Select Year: 2022 y Go

The 2022 Florida Statutes (including 2022 Special Session A and 2023 Special Session B)

<u>Title VI</u> CIVIL PRACTICE AND PROCEDURE <u>Chapter 65</u> QUIETING TITLE View Entire Chapter

65.041 Real estate; removing clouds; defendants.—No person not a party to the action is bound by any judgment rendered adverse to his or her interest, but any judgment favorable to the person inures to that person's benefit to the extent of his or her legal or equitable title.

History.—s. 2, ch. 10221, 1925; CGL 5007; s. 20, ch. 67-254; s. 345, ch. 95-147. **Note.**—Former s. 66.13.

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IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA

CASE NO.: 2010-61928 CA 01

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR RASC 2005AAHL3,

Plaintiff,

-vs-

LEROY WILLIAMS, et al.,

Defendants.

Proceedings had and taken place before the

Honorable Veronica Diaz, one of the Judges of said Court,
at the Miami-Dade County Courthouse, 73 West Flagler

Street, Miami, Florida, on Tuesday, the 19th day of

November 2019, commencing at the hour of 10:50 a.m., and
being a Hearing.

	•	en de la companya de
1	≩÷	never brought the note. So, I want to, for the
72		record
3		THE COURT: But you are not a party to the
4		case.
	5	MR. SYMONETTE: But can I say this one thing,
١	6	then? Dr. Lorenzo
	7	THE COURT: You are not a party to the case.
	8	MR. SYMONETTE: Well, I'll say this again,
	9	Dr. Lorenzo Palomares
1	0.	THE COURT: So I'm happy to hear from someone
1	1	who is a party to the case.
1	2	MR. SYMONETTE: Yes, ma'am. I have been a
1	3	party to the case. Do you want me to show you
1	4	THE COURT: I don't see you
1	5	MR. SYMONETTE: De La O gave me the
1	.6	THE COURT: I don't see your name on the
1	7	service list, sir, so you are not a party to the
1	.8	case.
1	9	You are, sir, so good morning. If you would
2	0	like to argue your motion, please start. You have
2		five minutes; you have already taken up four of
2	22	them. So, you have about a minute to make your
2	!3	argument.
1 2	24	MR. WELLS: Okay.
2	25	THE COURT: So let's hear it.

1	
1	MR. WELLS: Well, we would like to put the
2	motion in Dr. Lorenzo Palmer
3	MR. SYMONETTE: Palomares
4	MR. WELLS: of Starbucks
5	MR. SYMONETTE: of Starbuck, P.A.
6	THE COURT: Okay, sir, you are not a party; I
す	don't need to hear from you. If you speak again,
- 8	I'm going to ask you step outside.
9	MR. SYMONETTE: Okay.
10	MR. WELLS: Need to set a 15-minute with the
11	new and
12	MR. SYMONETTE: New attorney.
13	MR. WELLS: a new attorney, and for judges
14	to give me a time to prove element evidentiary
15	hearing, and they never came through with the note.
16	'THE COURT: So you're requesting a 15-minute
17.	special set hearing?
18	MR. WELLS: Yeah.
19	MR. HURTES: Your Honor, it's Plaintiff's
20	position that there is no colorable entitlement to,
21	I believe they are requesting an evidentiary
22	hearing. This motion does mention 1.540(b) and a
23	Motion to Vacate.
24	To give the Court a little bit of background,
25	judgment was entered in this case in 2017, at

trial, and this is highly related to this motion. The Judge reserved ruling at the trial and asked the parties to brief a certain issue. I was not involved in the case at the time.

I believe the Judge gave Plaintiff ten days
to file this memorandum with the Court and gave
Defendants five days to file a response after that
was filed. I believe the Plaintiff needed a twoday extension, so they filed a Motion for Extension
of Time.

don't believe they filed a response. The Judge entered judgment. This issue has already been heard by the Court, and I can present to the Court, there was an emergency hearing previously. This was after what I'm explaining occurred, and the Judge denied their motion and then rescheduled the foreclosure sale.

subsequent to that, there have been countless appeals, you know, collateral attacks to the judgment, bankruptcies. I have an order that I just recently got from the Bankruptcy Court, finding that this is just a scheme to hinder and delay foreclosure. There is nothing else going on here, Your Honor.

8125ebbf-fe11-410u-82de-41011

1 And procedurally, a Motion to Dismiss, at this stage of the litigation, is not proper, so we 2 3 ask that Your Honor denies the motion. MR. WELLS: Judge, they have been the ones 5 that have been delaying the process, because they б never came up with the note. And our case was 7 dismissed with prejudice. THE COURT: Right. So, unfortunately, the 9 motion that you have filed and are asking the Court 10 to hear today is very untimely. What you need to do is you need to retain the services of an 11 12 attorney to be able to represent you properly, and 13 that attorney should file specific motions to 14 vacate, they should file specific appeals, but this 15 Motion to Dismiss at this time is not a timely 16 motion. 17 So, for me to hear this, it's simply going to 18 end up in a denial. 19. MR. SYMONETTE: Okay. 20 MR. HURTES: Thank you, Your Honor. Would 21 you like me to prepare an order? 22 THE COURT: Please. 23 MR. HURTES: Thank you. 24 (Thereupon, the proceedings were concluded at

25

11:00 o'clock a.m.)

		V^{\prime}
1	CERTIFICATE OF REPORTER	٧,
2	STATE OF FLORIDA	
3	COUNTY OF MIAMI-DADE	
4		
5	I, Aaron Arcella, Reporter, certify that I	
6	was authorized to and did report the foregoing	شعابر
7	proceedings, and that the transcript is a true and	
8	correct record of my notes.	
9	I further certify that I am not a relative,	
10	employee, attorney, or counsel of any of the	
11	parties, nor am I a relative or employee of any of	
12	the parties' attorneys or counsel connected with	
13	the action, nor am I financially interested in the	
14	action.	
15	Dated this 9th day of December 2019.	
16		
17		
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19		
20		
21		
22	Aaron Arcella, Reporter	
23 24		
25		

Menu

2022 Florida Statutes

< Back to Statute Search

Title XL REAL AND PERSONAL PROPERTY

Chapter 702 FORECLOSURE OF MORTGAGES AND STATUTORY LIENS

SECTION 015 Elements of complaint; lost, destroyed, or stolen note affidavit.

702.015 Elements of complaint; lost, destroyed, or stolen note affidavit. —

(1) The Legislature intends that this section expedite the foreclosure process by ensuring initial disclosure of a plaintiff's status and the facts supporting that status, thereby ensuring the availability of documents necessary to the prosecution of the case.

(2) A complaint that seeks to foreclose a mortgage or other lien on residential real property, including individual units of condominiums and cooperatives, designed principally for occupation by from one to

four families which secures a promissory note must:

(a) Contain affirmative allegations expressly made by the plaintiff at the time the proceeding is commenced that the plaintiff is the holder of the original note secured by the mortgage; or

(b) Allege with specificity the factual basis by which the plaintiff is a person entitled to enforce the note

under s. 673.3011.

- (3) If a plaintiff has been delegated the authority to institute a mortgage foreclosure action on behalf of the person entitled to enforce the note, the complaint shall describe the authority of the plaintiff and identify, with specificity, the document that grants the plaintiff the authority to act on behalf of the person entitled to enforce the note. This subsection is intended to require initial disclosure of status and pertinent facts and not to modify law regarding standing or real parties in interest. The term "original note" or "original promissory note" means the signed or executed promissory note rather than a copy thereof. The term includes any renewal, replacement, consolidation, or amended and restated note or instrument given in renewal, replacement, or substitution for a previous promissory note. The term also includes a transferable record, as defined by the Uniform Electronic Transaction Act in s. 668.50(16).
- (4) If the plaintiff is in possession of the original promissory note, the plaintiff must file under penalty of perjury a certification with the court, contemporaneously with the filing of the complaint for foreclosure, that the plaintiff is in possession of the original promissory note. The certification must set forth the location of the note, the name and title of the individual giving the certification, the name of the person who personally verified such possession, and the time and date on which the possession was verified. Correct copies of the note and all allonges to the note must be attached to the certification. The original note and the allonges must be filed with the court before the entry of any judgment of foreclosure or judgment on the note.

(5) If the plaintiff seeks to enforce a lost, destroyed, or stolen instrument, an affidavit executed under

, penalty of perjury must be attached to the complaint. The affidavit must:

(a) Detail a clear chain of all endorsements, transfers, or assignments of the promissory note that is the subject of the action.

(b) Set forth facts showing that the plaintiff is entitled to enforce a lost, destroyed, or stolen instrument pursuant to s. 673.3091. Adequate protection as required under s. 673.3091(2) shall be provided before the entry of final judgment.

(c) Include as exhibits to the affidavit such copies of the note and the allonges to the note, audit reports showing receipt of the original note, or other evidence of the acquisition, ownership, and possession of

the note as may be available to the plaintiff.

(6) The court may sanction the plaintiff for failure to comply with this section.

(7) This section does not apply to any foreclosure proceeding involving timeshare interests under part III of chapter 721.

History. -s. 3, ch. 2013-137.

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Statutes, codes, and regulations / Florida Court Rules / Florida Rules of Civil ... / Rules / Rule 1.115 - PLEADI...

Fla. R. Civ. P. 1.115

◆ Download PDF

As amended through April 28, 2023

Rule 1.115 - PLEADING MORTGAGE FORECLOSURES

- (a) Claim for Relief. A claim for relief that seeks to foreclose a mortgage or other lien which secures a promissory note on residential real property, including individual units of condominiums and cooperatives designed principally for occupation by one to four families, must:
 - (1) contain affirmative allegations expressly made by the claimant at the time the proceeding is commenced that the claimant is the holder of the original note secured by the mortgage; or
 - (2) allege with specificity the factual basis by which the claimant is a person entitled to enforce the note under section 673.3011, Florida Statutes.
- (b) Delegated Claim for Relief. If a claimant has been delegated the authority to institute a mortgage foreclosure action on behalf of the person entitled to enforce the note, the claim for relief shall describe the authority of the claimant and identify with specificity the document that grants the claimant the authority to act on behalf of the person entitled to enforce the note. The term

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substitution for a previous promissory note. The term also includes a transferrable record, as defined by the Uniform Electronic Transaction Act in section 668.50(16), Florida Statutes.

- (c) Possession of Original Promissory Note. If the claimant is in possession of the original promissory note, the claimant must file under penalty of perjury a certification contemporaneously with the filing of the claim for relief for foreclosure that the claimant is in possession of the original promissory note. The certification must set forth the location of the note, the name and title of the individual giving the certification, the name of the person who personally verified such possession, and the time and date on which the possession was verified. Correct copies of the note and all allonges to the note must be attached to the certification. The original note and the allonges must be filed with the court before the entry of any judgment of foreclosure or judgment on the note.
- (d) Lost, Destroyed, or Stolen Instrument. If the claimant seeks to enforce a lost, destroyed, or stolen instrument, an affidavit executed under penalty of perjury must be attached to the claim for relief. The affidavit must:
 - (1) detail a clear chain of all endorsements, transfers, or assignments of the promissory note that is the subject of the action;
 - (2) set forth facts showing that the claimant is entitled to enforce a lost, destroyed, or stolen instrument pursuant to section 673.3091, Florida Statutes; and
 - (3) include as exhibits to the affidavit such copies of the note and the allonges to the note, audit reports showing receipt of the original note, or other evidence of the acquisition, ownership, and possession of the note as may be available to the claimant. Adequate protection as required and identified under sections \$\frac{6}{73.3091}(2)\$ and \$702.11(1)\$, Florida Statutes, shall be provided before the entry of final judgment.

AFFIDAVIT

I Maurice Symonette Heard The Judge Valerie Manno Schurr Saying in a Court Hearing after she was on the phone in a Zoom call I don't believe you guys signed my name for me. I don't believe that!, I never signed that!

MAURICE SYMONETTE 15020 S. RIVER DR. MIAMI FL. 33167

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Boreau 12-24 Autorial Matery Assa.

AFFIDAVIT

I JAMES BUCKMAN Heard The Judge Valerie Manno Schurr Saying in a Court Hearing after she was on the phone in a Zoom call I don't believe you guys signed my name for me. I don't believe that!, I never signed that!

JAMES BUCKMAN 15020 S. RIVER OR. MIAMI FL. 33167

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FORM 6 FULL AND PUBLIC DISCLO	SURE OF	2012
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CITY: ZIP: COUNTY:	43480)
Haleah 33013 Mami Dade		
NAME OF AGENCY		
NAME OF OFFICE OR POSITION HELD OR SOUGHT		
Stole Senote District 3		
CHECK IF THIS IS A FILING BY A CANDIDATE A		
PART A NET WORTH		
Please enter the value of your net worth as of December 31, 2012, or a more current date. [Note	Net worth is not calculated by s	ubtracting your reported
Please enter the value of your net worth as of bease see the instructions on page 3.] My net worth as of December 31, 20 12 was	ss 50,000.60	
My net worth as of		
PART B - ASSETS		
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Annuity - Northwestern Mutual - 720 E. Wis	censin Ave.	\$ 70,000.00
	ion Dr. OH	46,000.00
Checking Account-Chase Bank - 3415 Vis		
PART C - LIABILITIES	•	
LIABILITIES IN EXCESS OF \$1.000 (See Instructions on page 4):		AMOUNT OF LIABILITY
NAME AND ADDRESS OF CREDITOR	43719	127,600,00
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GMAC Mortgage - 3451 Hammond Ave		T
Sollie Mae Student Loan - P.C. Box 9532	NI 551122	\$11.000.00
Ally Auto Lan-Pu Box 380902 Blamingto	y y y y	AMOUNT OF LIABILITY
JOINT AND SEVERAL LIABILITIES NOT REPORTED ABOVE: NAME AND ADDRESS OF CREDITOR		ANICON FOR EMOICITY

Case 0:23-cv-61345 Document 1-4 Entered on FLSD Docket 07/14/2023 Page 112 of 165

PART D - INCOME

You may EITHER (1) file a complete copy of your 2012 federal income tax return, including all W2's, schedules, and attachments, OR (2) file a sworn statement identifying each separate source and amount of income which exceeds \$1,000, including secondary sources & income, by completing the remainder of Part D. including

THE PARTY OF MANAGE !!	con instructions on pa	ge 5):	schedules, and autocritical and complete the remainder of Part DDRESS OF SOURCE OF INCOME	AMOUNT
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FILING INSTRUCTIONS for when and where to file this form are located at the top of page 3. INSTRUCTIONS on who must file this form and how to fill it out begin on page 3. OTHER FORMS you may need to file are described on page 6.

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Mentary or savings products, including by certificates of deposits, online savings ...

https://www.ally.com History

History of Ally

To keep factories running smoothly, manufacturers needed auto dealers to buy vehicles in large quantities. In 1919, we opened our doors as GMAC, a division ...

History

1920s - 30s

1940s - 50s

1960s - 70s

Allegation investing, Home Loans &

(NOSE: ALLY) is a leading digital financial services semblery, RMIS ID 3015. Ally Bank, the company's...

https://en.m.wikipedia.org · wiki

Ally Financial - Wikipedia

Formerty, GMAC Inc. (1919-2010): Type, Public

FLORIDA DEFAULT LAW GROUP, P.L. ATTORNEYS AT LAW 9119 CORPORATE LAKE DRIVE 3RD FLOOR TAMPA, FLORIDA 33634

Telephone (813) 251-4766 Telefax (813) 251-1541

Please reply to: Post Office Box 25018 Tampa, FL 33622-5018

July 20, 2010

LEROY WILLIAMS 15020 SOUTH RIVER DRIVE MIAMI, FL 33167

Re:

Loan Number: Mortgage Servicer

Creditor to whom the debt is owed:

Property Address: Our File No.:

GMAC MORTGAGE, LLC

U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE FOR

RASC 2005AHL3

15020 SOUTH RIVER DRIVE, MIAMI, FL 33167

F10051160

Dear Borrower:

The law firm of Florida Default Law Group, P.L. (hereinafter referred to as "law firm") has been retained to represent U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE FOR RASC 2005AHL3 with regards to its interests in the promissory Note and Mortgage executed by LEROY WILLIAMS on June 30, 2005. Pursuant to the terms of the promissory Note and Mortgage, our client has accelerated all sums due and owing, which means that the entire principal balance and all other sums recoverable under the terms of the promissory Note and Mortgage are now due.

As of the date of this letter, the amount owed to our client is \$661,289.01, which includes the unpaid principal balance, accrued interest through today, late charges, and other default-related costs recoverable under the terms of the promissory Note and Mortgage. Additional interest will accrue after the date of this letter.

This correspondence is being sent to comply with the Fair Debt Collection Practices Act and should not be considered a payoff letter. Our client may make advances and incur fees and expenses after the date of this letter which are recoverable under the terms of the promissory Note and Mortgage. Therefore, if you wish to receive figures to reinstate (bring your loan current) or pay off your loan through a specific date, please contact this law firm at (813) 251-4766 or client services@defaultlawfl.com.

Unless you notify this law firm within thirty (30) days after your receipt of this letter that the validity of this debt, or any portion thereof, is disputed, this law firm will assume that the debt is valid. If you do notify this law firm in writing within thirty (30) days after receipt of this letter that the debt, or any portion thereof, is disputed,

FILE_NUMBER: F10051160

HELLOLETTER

CERTIFICATION ON LAST PAGE HARVEY RUVIN, CLERK

12:24 4

a bing.com

Exh, 119

EX-10.11 - SEC

https://www.sec.gov/Archives/edgar/data/133281...

HOMECOMINGS GMAC MORTGAGE, LLC
1992/05/28 Registered 1792907: 1993/09/14:
76494788 PREMIER SERVICE GMAC RESIDENTIAL
HOLDING COMPANY, LLC 2003/03/06 Registered
2914178: 2004/12/28: 78855608 PACIFIC UNION...

Timothy King, MBA - Licensed Real Estate Salesperson ...

https://www.linkedin.com/in/timothy-king-mba-b21...

Feb 22, 2018 · Homecomings Financial Jul 2001 - Oct 2008 7 years 4 months. Irvine, CA Sales Leader CitiFinancial Mortgage Company, Inc. ... Celebrate Leadership award and the prestigious GMAC ...

Title: Mortgage Broker at Hometown Financial Grou...

Connections: 500+

Location: Buckeye, Arizona, United States

Some results have been removed

2



Try the Bing app

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Legal

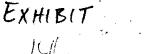
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2008R0941616 OR BY 26657 Ps 3255 (193)
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HARVEY RUPIN: CLERK OF COURT
HIANT-DAMP COUNTY, FLORIGA
LAST PAGE



ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, on or before April 19, 2007, the undersigned, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INCORPORATED, AS NOMINEE FOR HOMECOMINGS FINANCIAL, ("Assignor") **Jaddress**

("Assignor") whose sideness is 1100 Virginis Drive, Fort Weshington, PA 19034, its successors and/or assigns, all of the right, title, and interest of Assignor in and to that certain Mortgage (the "Mortgage") dated June 30, 2005 and recorded July 29, 2005 in Official Records Book 25623 at Page 3231 of the public records of MIAMI-DADE County, Florida, extendeding the following described real property:

LOT 185, INSCAYING GARDENS SECTION F PART 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 44, PAGE 46, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, PLORIDA.

as the same may have been assended from time to time; together with the Note and indebtedness secured thereby.

MORTGAGOR(S): LEROY WILLIAMS

C CHARLES VIER BON And paor lan e	secuted and delivered this leatnement on
Offine Dogsy Hong	MORTGAGE ELECTRONIC RECESTRATION SYSTEMS, INCOMPORATED, AS NOMINEE FOR HOMECOMATICS FINANCIAL, LAC By: Typed Name: MEDICE SADE
William LAURICKIPOL	Attest Attest Jeffred Name: Jeffrey Stephan
Pennsylvania STATE OF Pennsylvania COUNTY OF Pennsylvania	Title: Assistant Sociotacy (Affix Corporate Seal)
they amend the frequency as its only subsected of	and Assistant Secretary Advisor the fungeing instrument, and acknowledged that Blasse and flast such execution was done as the five act and deed ON SYSTEMS, INCORPORATED, AS NOMINEE FOR
Monthly Proble: My bounded on expires: Resteding requested by prepared by anti-	MMEALTHICE PERMINAL WARMA Michael Seal may Tumer, Hotery Public mit Page, Monformary County makes Busines Nov. R. 2011
Bailgh McCounty Florida Definit Law Group, P.L. P.O. Box 25618 Temps, Plosids 33623-5018 POWETHE-GRACE MORTELAGE, LLC. 7440181917	of collection

FILE_NUMBER: F07012148

DOG_ID: M001100

F07012148

M001100

/s/ Wilfred Clark e323263

28469871

Interest Only ADJUSTABLE RATE NOTE

(LIBOR Six-month index (As Published In The Wall Street Journals - Rate Caps)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR A CHANGE IN MY FIXED INTEREST RATE AND FOR CHANGES IN MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

June 30, 2005

MIAM! ICHY FL [State]

15020 SOUTH RIVER DRIVE MIAMI, FL 33167 [Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a lone that I have received, I promise to pay U.S. \$ \$448,000.80 (this emount is called "Principal"), plus imment, to the order of Lunder Lender is Ax10m Financial Services. I will make all payments under this Note in the form of easts, check or money order.

I understand that Leader may transfer this Note, Leader or anyone who takes this Note by transfer and who is autited to receive payments under this Note is called the "Note Holder."

2. INTEREST

laterest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 6.125%. The interest rate I will pay may change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note

3. PAYMENTS

(A) Time and Place of Payments

I will make a payment on the 1st day of every month, beginning on August 1, 2005. Before the First Principal and Interest Payment Dute Date as described in Section 4 of this Note, my payment will consist only of the interest due on the samuel principal belience of this Note. Thereafter, I will pay principal and interest by making a payment every month as provided below.

MIN # 108176105062753262 [MTMC76] .UIF WILLIAMS

Intitals: Loan # AML modified Fannishae 3530 (11/81)

Page 1 of 7

F070131118

STRUCTURE OF STRUCTURE OF STRUCTURE PARTY OF STRUCTURE OF

Case 0:23-cv-61345 Document 1-4 Entered on FLSD Docket 07/14/2023/ Page 120 of 165

Filing # 65341895 E-Filed 12/13/2017 01:30:51 PM

CURTIS HERBERT ADMITTED IN TAXIBA JESSICA LFAGEN ADMITTED IN FLORIDA



1501 NW 49TM STREET, SUITE 200 FT. LAUDERDALE, FL 33309 954.618.6955 FAX 954.618.6953 THOMAS E BROCK
ADMITTED IN NEMERICANGLINA
GREGORY À SCOTT
ADMITTED IN NORTH CAROLINA
LAMES P. BONNER
ADMITTED IN NORTH CAROLINA

Décember 12, 2017

The Honorable John Schlesinger Miami-Dade County Courthouse

Re: U.S. Bank, National Association, as Trustee for RASC 2005AHL3 v. Hoke Williams.

Case No.: 2010-61928-CA-01

File No.: 13-F02868

The Honorable Judge Schlesinger:

Pursuant to your Honor's instructions from the Non-Jury Trial that took place on November 29, 2017, enclosed please find a copy of Plaintiff's Trial Memorandum.

Thank you for your time, consideration and cooperation in this matter.

Respectfully,

Willnac LaCroix Esq.

FLCour Docs a trockandscott.com

(954) 618-6955 x6151

Enclosures

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA

U.S. Bank, National Association, as Trustee for RASC 2005AHL3,

GENERAL JURISDICTION DIVISION

Case No. 2010-61928-CA-01

Plaintiff,

VS.

Leroy Williams; The Unknown Spouse of Leroy Williams; Littlejohn a/k/a James L. Jolin, James; Unknown Spouse of James Littlejohn AKA James L. Jolin; Hoke Williams; Unknown Spouse of Hoke Williams; Mack Wells; Unknown Spouse of Mack Wells; Curtis McNeil; The Unknown Spouse of Curtis McNeil; Symonette Limited Partnership; Deutsche Bank National Trust Company, as Trustee for Franklin Credit Trust Series I; Miami-Dade County, Florida; State of Florida, Department of Revenue; Unifund CCR Partners, G.P.; Suntrust Bank; City of North Miami (City),

Defendants.

PLAINTIFF'S TRIAL MEMORANDUM

Plaintiff, U.S. Bank, National Association, as Trustee for RASC 2005AHL3, by and through the undersigned counsel, hereby files its Trial Memorandum, pursuant to this Court's Trial Order dated November 29, 2017 and further states as follows:

Whether Plaintiff's Prior Foreclosure Case No. 2007-12407-CA-01 was Dismissed with Prejudice, And Whether there contained an Order Precluding Plaintiff from re-filing a Foreclosure Action on the subject Note and Mortgage.

- 1. Plaintiff's filed this current Foreclosure action on December 06, 2010 on the subject Note and Mortgage.
- 2. On said action, all Defendants were properly served.
- 3. At the Trial that occurred on November 29, 2017, Defendants, brought forth an allegation that the Court on a prior foreclosure action, case No. 2007-12407-CA-01, entered an Order Dismissing the Foreclosure Action with Prejudice and precluding Plaintiff from filing any other action on the subject Note and Mortgage.

- 4. Defendants allegation is without merit. Defendants are correct, in that there was a previous foreclosure action filed on April 26, 2007, case No. 2007-12407-CA-01. However, Defendants are incorrect in their allegations that an Order was entered precluding Plaintiff from instituting further Foreclosure action on the subject Note and Mortgage.
- 5. In respect to Case No. 2007-12407-CA-01, on August 9, 2007, this Court entered Final Judgment in Plaintiff's favor. The sale of the property was scheduled to occur on September 14, 2007. Attached hereto as Exhibit "A" the Final Judgment.
 - 6. The Original Note and Mortgage was filed on August 13, 2007.
 - 7. Subsequent to the entry of the Final Judgment of Foreclosure, a Motion was filed on September 12, 2007, to Cancel the Foreclosure sale that was scheduled for September 17, 2007. An Order was entered on September 17, 2007, canceling the Foreclosure Sale. Attached hereto as Exhibit "B", Order Canceling Sale.
 - 8. After the cancelation of the Foreclosure Sale, Defendant, Mack Wells on August 15, 2008 filed a Motion to Dismiss the action due to Lack of Prosecution. The Court Docket reflects that on September 9, 2008, a Notice was filed by Plaintiff responding to Defendant, Mack Wells Motion to Dismiss for Lack of Prosecution.
 - Nevertheless, on April 07, 2010, this Court entered an Order Dismissing Case No. 2007-12407-CA-01, With Prejudice for Lack of Prosecution. Attached hereto as Exhibit "C", Order Dismissing Case for Lack of Prosecution.
 - 10. The Dismissal that was entered on April 07, 2010, on Case No. 2007-12407-CA-01was only due to Lack of Prosecution.
 - 11. On June 20, 2010, Plaintiff's counsel the time, filed a Motion to Dismiss the Case, Cancel Foreclosure Sale, Cancel Notice of Lis Pendens, And Setting Aside Final Summary Judgment. On June 25, 2010, this Court entered an Order Granting the Dismissal of the Case. The Order further states that Plaintiff's Action was dismissed Without Prejudice and that Plaintiff retain future rights to bring an action to foreclose the mortgage, which is the subject of the instant action. Attached hereto as Exhibit "D", Order of Dismissal Dated June 25, 2010.
 - 12. On October 14, 2010, a Motion was filed to Vacate the Last Order of Dismissal, entered on June 25, 2010 and retained the initial Dismissal Order entered on April 07, 2010. On

- November 4, 2010, the Clerk's docket indicates, "No Further Judicial Action", was needed, as such the Dismissal Order that was entered on June 25, 2010 that dismissed Case No. 2007-12407-CA-01 Without Prejudice and retains, Plaintiff's right to seek further foreclosure action on the same Note and Mortgage remained in effect.
- 13. The Dismissal with Prejudice Order that was entered on April 4, 2010 that Defendants keep referring too, was no longer in effect, once the Court entered the June 25, 2010 Dismissal Order. That Order took precedent and no other Order of Dismissal is in place for Case No. 2007-12407-CA-01.
- 14. Defendants, allegation that an Order was entered barring Plaintiff from filing further actions on the same Note and Mortgage because Plaintiff failed to comply with a Request by the Court for Plaintiff to file the Note and Mortgage, is incorrect. It is clear that Defendants misinterpreted what occurred in the prior matter. There exist no Dismissal Order that precludes Plaintiff from filing a new action on the subject Note and Mortgage,
- 15. Plaintiff properly filed this instant action, as such Defendants allegation has no merits and nothing precludes Plaintiff from proceeding with this subject Foreclosure action.

Whether Plaintiff's Current Action is Barred by Statute of Limitation:

Defendants allege that Plaintiff's current Foreclosure action is barred by the five (5) year statute of limitation. Defendants allegation is misinterpreting. Defendants allegation is based on a dismissal of a prior action to foreclose the subject Mortgage Loan, Case No. 2007-12407-CA-01, in the Circuit Court of the 11th Judicial Circuit in and for Miami-Dade County, Florida (the "Prior Foreclosure Action"). While, Defendants are correct that the prior action was dismissed. The prior action was dismissed without prejudice. Furthermore, the Dismissal Order entered on June 25, 2010, in Case No. 2007-12407-CA-01, not only retained Plaintiff's future rights to foreclose on the same Note and Mortgage, Plaintiff also filed this current action well within the (5) year time-frame of both the default of the loan contract which was January 1, 2007 and the

dismissal of the prior action, which was on June 25, 2010. Plaintiff's current Foreclosure action was filed on June 25, 2010.

Defendants allegations incorrectly states that Plaintiff's current foreclosure action is barred.

In Bartram v. US. Bank, NA, 211 So. 3d 1009, 1019 (Fla. 2016), reh'g denied sub nom. Bartram v. US. Bank Nat'! Ass 'n, 42 Fla. L. Weekly S326 (Fla. Mar. 16, 2017), the Florida Supreme Court decided the effect of attempted—but not completed—acceleration. A mortgage is an installment contract, and Bartram held that a new cause of action accrues with each default on an installment as it comes due. Bartram, 211 So. 3d at 1019; see also Singleton v. Grammar Assocs., 882 So. 2d 1004, 1008 (Fla. 2004); Isaacs v. Deutsch, 80 So. 2d 657 (Fla. 1955). Because Florida has a five-year limitation on the right to seek foreclosure, each missed payment commences a new, five-year period in which the lender may seek to foreclose based on that default.

The borrower in Bartram argued that because the lender attempted to accelerate the borrower's Ioan in the first foreclosure action, all the borrower's future installment obligations collapsed into one, presently due lump sum. Therefore, the borrower argued, the five-year statute of limitations accurd on all the payments at that time, and the lender lost its ability to foreclose after five years. The critical issue in Bartram, thus, was whether the attempted acceleration changed the continuing installment obligation to a one-time lump-sum obligation.

The Bartram Court decided that the attempted—but uncompleted—acceleration in the first action does not change the installment nature of a borrower's obligation. See, e.g., Bartram, 211 So. 3d at 1022 ("Therefore, the Bank's attempted prior acceleration in a foreclosure action that was involuntarily dismissed did not trigger the statute of limitations to bar future foreclosure actions based on separate defaults.") (emphasis added); see also Singleton, 882 So. 2d at 1006 (rejecting "the view that an election to accelerate puts all future installment payments in issue....", as held by Staler v. Cherry Hill Developers, Inc., 150 So. 2d 468 (Fla. 2d DCA 1963)); Olympia Mortgage Corp. v. Pugh, 774 So. 2d 863, 866 (Fla. 4th DCA 2000) ("We disagree that the election to accelerate placed future installments at issue."). Accordingly, it is settled law that borrowers continue to owe monthly payments even after an attempted but incomplete acceleration, and that each monthly default gives rise to a new accrual date for the five-year statute of limitations for foreclosure.

Accordingly, the statute of limitations does not bar this action or any amounts sought in this action, all of which became due within five years of the filing of the Complaint. Thus, Defendants allegation fails and Plaintiff is entitled to proceed with the subject action.

Whether Plaintiff Had Standing:

Defendants at Trial argued that Plaintiff lacked Standing to pursue this action, due to an Assignment of Mortgage. If this Court recalls, Plaintiff presented evidence, such as the Original Note containing a specific endorsement to Plaintiff, Plaintiff's MLS report, The Pooling and Servicing's agreement, as well as testimony by Plaintiff's witness that Plaintiff was in possession of the specifically endorsed Original Note, prior to the filing of the subject foreclosure action. The evidence and testimony presented were admitted without objection. Plaintiff at Trial, ask the Court to take Judicial Notice of the Recorded Assignment of Mortgage, but those documents were not Plaintiff's reliance to establish standing.

"In its broadest sense, standing is no more than having, or representing one who has, 'a sufficient stake in an otherwise justiciable controversy to obtain judicial resolution of that controversy." Kumar Corp. Nopal Lines, Ltd. 462 So.2d 1178, 1182 (Fla. 3rd DCA 1985) (quoting Sierra Club v. Morton, 405 U.S. 727, 731 (1972)). In a mortgage foreclosure context, "standing is broader than just actual ownership of the beneficial interest in the note." Mortgage Electronic Registration Systems, Inc. v. Azize, 965 So.2d 151, 153 (Fla. 2nd DCA 2007).

Florida courts and statutes have long provided for the holder of the note as having standing to seek enforcement of the note. (See generally: *Mortgage Electronic Registration Systems, Inc. v. Azize*, 965 So.2d 151 (Fla. 2nd DCA 2007); *Riggs v. Aurora Loan Services, LLC*, 36 So.3d 932 (Fla. 4th DCA 2010); Section 673.2011, 673.2051(2), 673.3011 and 671.201(21)(a), Fla.Stat.)

The Florida Supreme Court has long recognized that:

"An action on a bill or note payable to bearer, or endorsed in blank, may be maintained in the name of the nominal holder who is not the owner by the owner's consent; and that possession by such hominal holder is prima facie sufficient evidence of his right to sue, and cannot be rebutted by proof that he has no beneficial interest, or by anything else but proof of mala fides." (emphasis added) McCallum v. Driggs, 35 Fla. 277, 17 So. 407 (Fla. 1895)

Courts have recently and consistently held: "[t]he party that holds the note and mortgage in question has standing to bring and maintain a foreclosure action." Deutsche Bank Nat'l Trust Co. v. Lippi, 78 So.3d 81, 84 (Fla. 5th DCA 2012); The Florida Supreme Court has long recognized that: an action on a bill or note payable to bearer, or endorsed in blank, may be maintained in the name of the nominal holder who is not the owner by the owner's consent; and that possession by such nominal holder is prima facie sufficient evidence of his right to sue, and cannot be rebutted by proof that he has no beneficial interest, or by anything else but proof of mala fides.

City of Lakeland v. Select Tenures, Inc., 176 So. 274, 276-77 (Fla. 1937).

Plaintiff is a holder of the note by virtue of possession. Fla. Stat. § 671.201(21)(a) defines 'holder' as 'The person in possession of a negotiable instrument that is *payable* either *to bearer* or to an identified person that is the person in possession.' Fla. Stat. § 671.201(21)(a) (emphasis added). As a holder of the note, Plaintiff is entitled to enforce it. Fla. Stat. § 673.3011 defines a 'person entitled to enforce' an instrument as '(1) The holder of the instrument.

Since Plaintiff is in possession of the note, it is a holder and is entitled to enforce the note under the Uniform Commercial Code and City of Lakeland, above, 176 So. at 276-77.

Finally, it is indisputable in Florida that 'the mortgage follows the note'. First National Bank of Quincy v. Guyton, 72 So. 460 (Fla. 1916); Johns v. Gillian, 184 So. 140 (Fla. 1938).

An assignment of mortgage is not required pursuant to the Florida Supreme Court ruling in the controlling authority on this issue in the case of J.J. Johns v. Sam Gillian, 134 Fla. 575 (Fla. 1938), "[even] if the note ... secured by a mortgage be transferred without any formal assignment of the mortgage, or even a delivery of it.... "See also, WM Specialty Mortgage, LLC v. Salomon, 874 So. 2d 680 (Fla. 4th DCA 2004) (upholding a retrospective Assignment of Mortgage which recited that the assignment took place previous to the Assignment document being signed and notarized). Consequently, Defendants allegation as to standing should be stricken and Defendants request for a Directed Verdict should be appropriately denied.

Lastly, Plaintiff introduced into evidence, which was admitted without objection, the Payment History associated with the subject loan. A payment history showing payments received or non-received, is sufficient, to establish that the Plaintiff has the right to enforce the Note and Mortgage. Peuguero v. Bank of America, 169 So. 3d 1198 (4th DCA 2015) (The loan payment history admitted into evidence, reflects taxes and other fees associated with the mortgage property in the time prior to the filing of the original complaint is a "...noteworthy factor in

determining standing, as financial institutions are not known to incur expenses on behalf of properties for which they do not hold an interest.")

Further, reasonings, Defendants, request for directed verdict should be denied and Plaintiff's request for entry of Final Judgment in Plaintiff's favor should be granted.

CONCLUSION:

Plaintiff is entitled to entry of final judgment of foreclosure because it has demonstrated that there was no prior dismissal that barred Plaintiff from filing and proceeding with the subject foreclosure action. Further, Plaintiff has demonstrated its standing as the Holder of the Note, and even as a Non-Holder with the rights to enforce the Note. Plaintiff's position is supported by the evidence that was admitted into evidence at Trial, including the Original Note, Original Mortgage, MLS, Pooling and Servicing, Breach Letter, Payment History, and Judgment Figures, and the corroborated competent testimony of the witness given at trial.

I HEREBY CERTIFY that a true and correct copy hereof was served electronically or via 2017, to all persons shown on the following U.S. Mail on Docember service list.

Respectfully submitted.

BROCK & SCOTT, PLLC Attorney for Plaintiff 1501 N.W. 49th Street, Suite 200 Fr. Lauderdale, FL 33309 Phone: (954) 618-6955, ext. 6151 Fax: (954) 618-6954

FLCourtDocs@brockardscott.com

Willnae LaCholx, Es Florida Bar No. \$4672

SERVICE LIST

The following persons were served by e-mail:

Miami-Dade County, Florida c/o Altanese Phenelus, Esq. 111 NW 1st Street Miami, FL 33128 yvaldes@miamidade.gov

City of North Miami (City)
Jennifer L. Warren
776 N.E 125th Street
North Miami, FL 33161
cityattorney@northmiamifl.gov

The following persons were served by U.S. mail:

Hoke Williams L/K/A 15020 South River Drive Miami, FL 33167

Unifund CCR Partners, G.P. c/o CT Corporation System, Registered Agent 1200 South Pine Island Road Plantation, FL 33324

Deutsche Bank National Trust Company, as Trustee for Franklin Credit Trust Series I c/o Legal Department 1761 E. St. Andrew Place Santa Ana, CA 92705

Unknown Spouse of Hoke Williams 15020 South River Drive Miami, FL 33167

Unknown Spouse of James Littlejohn AKA James L. Jolin 8152 NW 15th Manor, Apt FC2R Plantation, FL 33322

Littlejohn a/k/a James L. Jolin, James L/K/A 15020 South River Drive Miami, FL 33167

Suntrust Bank c/o Alisha Smith, R.A. 40 Technology Parkway South, Suite 300 Norcross, GA 30092

State of Florida, Department of Revenue C/o Executive Director, a registered agent or any other person authorized to accept service of proccess 2450 Shumard Oak Boulevard Tallahassee, FL 32399

Leroy Williams 8152 NW 15th Manor, Apt. FC2R Plantation, FL 33322

Unknown Spouse of Mack Wells 15020 South River Drive Miami, FL 33167

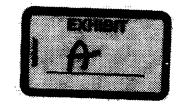
The Unknown Spouse of Leroy Williams L/K/A 15020 South River Drive Miami, FL 33167

The Unknown Spouse of Curtis McNeil L/K/A 15020 South River Drive Miami, FL 33167

Mack Wells L/K/A 15020 South River Drive Miami, FL 33167

Curtis McNeil L/K/A 15020 South River Drive Miami, FL 33167

Symonette Limited Partnership L/K/A 15020 South River Drive Miami, FL 33167



BY THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT BY AND FOR DADE COUNTY, PLORIDA CIVIL ACTION

US BANK, N.A.,

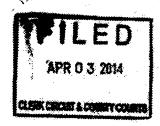
Plaintiff.

CASE NO.

2007-12407-CA

DIVISION

2007-12497-0



ALCO DOS DISCOSOSIONES PARA Y MA AMERIA

LEBOY WILLIAMS; MARK WELLS; FRANKLIN CREDIT MANAGEMENT CORPORATION; CITY OF NORTH MIAM!

Defendant(s).

FINAL JUDICAMENT OF FORECLOSURE (Purposit to Administrative Order No. 06-02)

THIS ACTION was heard before the Court on Plaintiff's Motion for Summary Final Judgment on August 99, 2007. Based on the evidence presented and being otherwise fully informed in the premises.

IT IS ADJUDGED that:

- 1. The Plaintiff's Motion for Summary Judgment is GRANTED. Service of process has been duly and regularly obtained over Defendants: LEROY WILLIAMS; MARK WELLS; FRANKLIN CREDIT MANAGEMENT CORPORATION; CITY OF NORTH MIAMI; .
 - There is due and owing to the Plaintiff the following:

FILE_NUMBER: F07012148

DOC_ID: M002408



PRINCIPAL DUE ON THE NOTE SECURED B THE MORTGAGE PORECLOSURED:

INTEREST ON THE NOTE AND MORTGAGE FROM 01/01/07 TO 07/3 1/07 PER DIEM INTEREST AT 6.125% FROM 07/31 TO 01/09/07

PRE-ACCELERATED LATE CHARGES
THROUGH April 19, 2007
PROPERTY INSPECTIONS
TAXES
INSURANCE
INST
TITLE SEARCH EXPENSES
TITLE SEARCH EXPENSES
TITLE EXAMINATION FEE
PLING FEE
INVESTIGATION/SERVICE OF PROCESS
RECORDING FEE
ATTORNEY'S FEE

51.75 15,681.40

6,650.70 20.00 175,00 150.00

150.00 256.00 340.00

6.00 1,200.00

GRAND TOTAL

\$491,500,11

3. The total sum referenced in paragraph 2 shall bear interest from this date forward at the prevailing legal

Plaintiff, whose address is c'o Echevarria, Codilis & Stawlarski, 9119 Corporate Lake Drive, Suite 300, Tampa, Florida 33634, holds a lien for the total sum specified in paragraph 2 herein. The lien of the Plaintiff is superior in dignity to smy right, title, interest, or claim of the Defendants and all persons, corporations, and other entities claiming by, though, or under the defendants or any of them and the property will be sold free and clear of all claims of the defendants, with the exception of any assessments that are superior pursuant to Florida Stantes, Section 718.116. The plaintiff's ilen encumbers the subject property located in DADE County, Florida and described as:

LOT 105, BISCAYNE GARDENS SECTION F. PART 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 44, PAGE 46, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

Property Address: 15020 South River Drive, Mismi, FL 33167

5. If the total sum with interest at the rate described in Paragraph 3 and all costs accrued subsequent to this Judgment are not paid, the Clerk of the Court shall sell the subject property at public sale on SCOTER 2007, at 11:00AM, to the highest bidder for cash, except as prescribed in

US BANK, N.A. VI. LENDY WILLIAMS, ET AL CASE NO. 2007-12407-CA

agraph 6, at 140 WEST FLAGLER STREET, SUITE 908, MIAML ELORIDA. DADE Florids offer having first given notice as required by Section 45.03 i, Florida Statutes. The Clerk shall not conduct the sale in the absence of the plaintiff or its representative.

- Plaintiff shall advance all subsequent costs of this action and shall be reimbursed for them by the Clerk if Plaintiff is not the purchaser of the property for sale. If Plaintiff is the purchaser, the Clerk shall credit Plaintiff's bid with the total sum with interest and costs accruing subsequent to this Judgment, or such part of it, as is necessary to pay the bid in full.
- · If Plaintiff incurs additional expenses subsequent to the entry of this Final Judgment but prior to the sale date specified above; Plaintiff may, by written motion served on all parties, seek to amend this final judgment to include said additional expenses.
- On filing of the Certificate of Title, the Clerk shall distribute the proceeds of the sale, so far as they are sufficient, by paying: first, all of the Plaintiff's costs, second, documentary stamps affined to the Certificate; third-Plaintiff's aftorneys' feet; fourth, the total sum due to the Plaintiff, less the items paid, plus interest at the rate prescribed in paragraph 3 from this date to the date of the sale; and by retaining any remaining amount pending the further Order of this Court.
- 9. On filling of the Certificate of Title, Defendant(s) and all persons claiming under or against Definidant(s) since the filling of the Notice of Lis Pendens shall be foreclosed of all estate or claim in the property and the purchaser at the sale shall be let into possession of the property.
- On filling of the Certificate of Sale, Defendant(s) right of redemption as prescribed by Florida Statutes Section 45.0315 shall be terminated.
 - Pursuant to Florida Statutes, Section 45.031:

IF THIS PROPERTY IS SOLD AT PUBLIC AUCTION, THERE MAY BE ADDITIONAL MONEY FROM THE SALE AFTER PAYMENT OF PERSONS WHO ARE ENTITLED TO BE PAID FROM THE SALE. PROCEEDS PUREUANT TO THIS FINAL JUDGMENT.

IF YOU ARE A SUBORDINATE LIENHOLDER CLAIMING A RIGHT TO FUNDS REMAINING AFTER the sale, you must file a claim with the clerk no later than sixty (60) days after THE SALE. IF YOU FAIL TO FILE A CLAIM, YOU WILL NOT BE ENTITLED TO ANY REMAINING

IF YOU ARE THE PROPERTY OWNER, YOU MAY CLAIM THESE FUNDS YOURSELF. YOU ARE NOT REQUIRED TO HAVE A LAWYER OR ANY OTHER REPRESENTATION AND YOU DO NOT HAVE TO

SSIGN YOUR RIGHTS TO ANYONE ELSE IN ORDER FOR YOU TO CLAIM ANY MONEY TO WHICH YOU ARE ENTITLED. PLEASE CHECK WITH THE CLERK OF THE COURT, DADE COUNTY, 73 W.

Room 135, Minumi, FL 33130, PHONE: 365-375-5943, WITHIN TEN (10) DAYS AFTER THE SALE TO SEE IF THERE IS ADDITIONAL MONEY FROM THE FORECLOSURE SALE THAT THE CLERK HAS IN THE REGISTRY OF THE COURT:

IF YOU DECIDE TO SELL YOUR HOME OR HIRE SOMEONE TO HELP YOU CLAIM THE ADDITIONAL MONEY, YOU SHOULD READ VERY CAREFULLY ALL PAPERS YOU ARE REQUIRED TO SIGN, ASK SOMEONE ELSE, PREFERABLY AN ATTORNEY WHO IS NOT RELATED TO THE PERSON OFFERING TO HELP YOU, TO MAKE SURE THAT YOU UNDERSTAND WHAT YOU ARE SIGNING AND THAT YOU ARE NOT TRANSFERRING YOUR PROPERTY OR THE EQUITY IN YOUR PROPERTY WITHOUT THE PROPER INFORMATION. IF YOU CANNOT AFFORD TO PAY AN ATTORNEY, YOU MAY CONTACT Florids Immigrant Advocacy Center - Minni Office (305)573-1196, Guardianship Program for Dade County - Florids (305)592-7642, Legal Aid Society of Dade County Bar Americans of Greater Minni, Inc - Caribbean Boulevard Office (305)232-9638, Legal Services of Greater Minni, Inc - Main Office (305)576-6080, TO, SEE IF YOU GUALIFY FINANCIALLY FOR THEIR SERVICES. IF THEY CANNOT ASSIST YOU, THEY MAY BE ABLE TO REFER YOU TO A LOCAL BAR REFERRAL AGENCY OR SUGGEST OTHER OPTIONS. IF YOU CHOOSE TO CONTACT Florids Immigrant Advocacy Center - Minni Office (305)573-1166, Guardianship Frogram for Dade County - Florids (305)592-7642, Legal Aid Society of Dade County Bar Association - G05)579-5733, Legal Services of Greater Minni, Inc - Caribbean Boulevard Office (305)232-9680, Legal Services of Greater Minni, Inc - Caribbean Boulevard Office (305)232-9680, Legal Services of Greater Minni, Inc - Caribbean Boulevard Office (305)232-9680, Legal Services of Greater Minni, Inc - Caribbean Boulevard Office (305)232-9680, Legal Services of Greater Minni, Inc - Caribbean Boulevard Office (305)232-9680, Legal Services of Greater Minni, Inc - Caribbean Boulevard Office (305)232-9680, Legal Services of Greater Minni, Inc - Caribbean Boulevard Office (305)232-9680, Legal Services of Greater Minni, Inc - Caribbean Boulevard Office (305)232-9680, Legal Services of Greater Minni, Inc - Caribbean Boulevard Office (305)232-9680, Legal Services of Greater Minni, Inc - Caribbean Boulevard Office (305)232-9680, Legal Services of Greater Minni Office (305)2576-0880, FOR ASSISTANCE, Y

- 12. If Plaintiff is the nurchaser, the bid may be assigned without further Order of this Court.
- 13. The Court retains jurisdiction of this action to enter further Orders that are proper including, without limitation, writs of possession and deficiency judgments.
- Included of coursel for Plaintiff, and upon consideration of the legal services rendered, the complexity of the foreclosure action, the amount of time and labor reasonably expended by isswers in the community in prosecuting routine mortage functionare actions. Echevarria, Codilis & Stawlarski's flat the agreement with its client and Florida law, that the free sought by Echevarria, Codilis & Stawlarski, is reasonable and awards a fee of One thousand. Two hundred and 00/100 Dollars (\$1,200.00). For all legal services performed in this uncontested residential foreclosure. Echevarria, Codilis & Stawlarski, has agreed to charge, and this client has agreed to pay, a flat rate of One thousand. Two hundred and 00/100 Dollars (\$1,200.00). In the event the matter becomes contested, Echevarria, Codilis & Stawlarski has agreed to pay, an hearly fee up to \$175.00 per hour for services related to the contested issues. In no event does, Echevarria, Codilis & Stawlarski has agreed to pay, an hearly fee up to \$175.00 per hour for services related to the contested issues. In no event does, Echevarria, Codilis & Stawlarski seek to recover attorney's feet greater than the amount billed to and paid by its client.

US BANK, N.A. VI. LEROY WILLIAMS, ET AL CASE NO. 2007-12407-CA



DONE AND ORDERED at DADE County, Florida, on this _

9 mor aliquet

Circuit Judge

Echevarria, Codilis & Stawiarski
P.O. Box 25018
Tampa, Florida 33622-5018
All Parties on the attacked Service List

F07012148, Case No. 2007-12007-CA, FIDHOMECOMON-CONV.-B-jossific.

CONFORMED

AUG 09 2007

Sarah I. Zabel Circuit Judge

> B BANK, N.A. W. LEROY WILLIAMS, ET AL CASE NO. 2007-(2007-CA

Service List

LEROY WILLIAMS 15020 South River Drive Miami, FL 33167

FRANKLIN CREDIT MANAGEMENT CORPORATION C/o Corporation Service Company 1201 Hays St. Suite 105 Tallahassee, FL 32301-2525

CITY OF NORTH MIAMI c/o V. Lynn Whitfield, Esq. 776 NE 125th Street North Miami, FL 33161

MARK WELLS 15020 South River Drive Mismi, FL 33167

US BANK, NA. VI. LEROY WILLIAMS, ET AL

-- 15020

NOTICE OF JUDICIAL SALE BY THE CLERK

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT IN AND FOR DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CIVIL ACTION NO. 07-12407 SEC. 32

US BANK, N.A., Plaintiff(s) / Petitioner(s)

LEROY WILLIAMS; et al., Defendant (s) / Respondent(s)



NOTICE IS HERBBY GIVEN that pursuant to an Order or Final Judgment entered in the above styled cause now pending in said court, that I will sell to the highest and best bidder for cash at 140 West Flagler St., Room 908, in Miami, Dade County, Florida at 11:00 o'clock, A.M. on September 14, 2007 the following described property:

LOT 105, BISCAYNE GARDENS SECTION F PART 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 44, PAGE 46, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

Property Address: 15020 South River Drive, Miami, FL-33167

ANY PERSON CLAIMING AN INTEREST IN THE SURPLUS FROM THE SALE, IF ANY, OTHER THAN THE PROPERTY OWNER AS OF THE DATE OF THE LIS PENDENS MUST FILE A CLAIM WITHIN 60 DAYS AFTER THE SALE.

DATED August 30, 2007

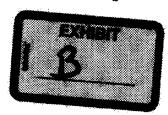
Harvey Ruvin, Clerk

(Circuit Court Scal)
By: Betty Offa, Deputy Clerk

Attorney: Echevarria, Codilis & Stawiarski P.O. Box 25018 Tampa "Florida "33622

Published 8/31-9/7





IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT IN AND FOR DADE COUNTY, FLORIDA **CIVIL ACTION**

US BANK, N.A. Plaintiff,

> CASE NO.: 2007-12407-CA DIVISION: 32

LEROY WILLIAMS, et al.

Defendant(x).

ORDER CANCELING FORECLOSURE SALE

THIS CAUSE came on for consideration pursuant to the Motion in Cancel Foreclosure Sale, filed by Plajariff in the above-styled cause. The Court, having considered the Motion, and being otherwise fully advised in the prentises, it is therefore,

ORDERED AND ADJUDGED as follows:

Plaintiff's Motion to Cancel Foreciosure Sale be and the same is betruby gramed.

foreclosure sale scheduled for September 14, 2007 is hereby canceled.

OBIJERED in Chambers in DADE County, Florida, this

SARAH I. ZABE Circuit Court Judge

Copies furnished to: Echevarria, Codilis & Stawiarski P.O. Box 25018 Tampa, Florida 33622-5018 All parties on the attached service list. FIDEOMECOMIN-CONV-B-jrandle-P07012148

FILE_NUMBER: F07012148

DOC_ID: M011002

Bk 25944 Pg 542 CFN 20070935441 09/21/2007 14:57:41 Pg 1 of 2 Mia-Dade Cly, FL

https://www2.miami-dadeclerk.com/Public-Records/PrintDocument.aspx?... 12/13/2017

Service List

LEROY WILLIAMS 15020 South River Drive Miami, FL 33167

FRANKLIN CREDIT MANAGEMENT CORPORATION C/o Corporation Service Company 1201 Hays St. Suite 105 Tallahassee, FL 32301-2525

CITY OF NORTH MIAMI e/o V. Lynn Whitfield, Esq. 776 NE 125th Street North Mismi, FL 33161

MARK WELLS 15020 South River Drive Migni, FL 33167

Bk 25944 Pg 543 CFN 20070935441 09/21/2007 14:57:41 Pg 2 of 2 Mia-Dade Cty, FL





IN THE CIRCUIT COURT OF THE 11" JUDICIAL CIRCUIT IN AND FOR DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO: 2007-12407-cml

US Bank, N.A.

April 1,2010

Vs.

Leroy Williams
Defendant(s)

ORDER OF DISMISSAL WITH PREJUDICE

This action was heard on the defendants motion to dismiss for tack of prosecution Served on April 11,2008. The court finds that (1) notice prescribed by rule 1.40 (e) Was served on April 11,2008; (2) their was no record activity for the year preceding Service of the foregoing notice; (3) no stay has been issued or approved by the court And (4) no party has shown good cause why this action should remain pending.

IT IS ORDERED That this action is Dismissed for lack of Presecution with Prejudice DONE AND ORDERED in chambers, at Miami, dade county, Florida this 31th day of March, 2010.

APR 06 20%

APR 06 2010

VALERIE MANNO SCHURR CIRCUIT COURT JUDGE

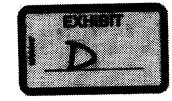
CIRCUIT COURT JUDGE

CC-Allpache's

Bk 27244 Pg 4193 CFN 20100237159 04/09/2010 12:47:17 Pg 1 of 1 Mia-Dade Cty, FL

Miami-Dade Official Records - Print Document

Page 1 of 3



pede

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA CIVIL ACTION

US BANK, N.A., Plaintiff,

CASE NO.

2007-12407-CA

DIVISION 32

ICS LOW PECONDAC ONFY KY STOP

LEROY WILLIAMS; MARK WELLS; FRANKLIN CREDIT MANAGEMENT CORPORATION; CITY OF NORTH MIAMI;

Defendant(s).

FINAL ORDER DISMISSING CASE, CANCELING PORECLOSURE SALE, CANCELING SOTER OF LIS PENDENS, AND SETTING ASIDE FINAL SUMMARY PROGRESS AND SETTING ASIDE FINAL SUMMARY PROGRESS AND SETTING ASIDE FINAL SUMMARY PROGRESS AND SET

THIS CAUSE having come on before the Court, as parts, pursuant to the Mexicon filed by the Plaintiff, pursuant to Section 702.07 Florida Statutes (2005), and the Court being otherwise fully salvised in the premises, it is,

ORDERED AND ADJUDGED as follows:

- The case be and the same hereby is dismissed, but without prejudice to the future rights of the Plaintiff to being an action to foreclose the mortgage which is the subject matter of the instant cause.
- 2. All Counts of the Complaint against Defendants: LEROY WILLIAMS; MARK WELLS, FRANKLIN CREDIT MANAGEMENT CORPORATION; CITY OF NORTH MIAMI; are hereby dismissed.
 - Any scheduled forcolosure sale is canceled.

FILE NUMBER: F07012148

Serial: 13666522 DOC_ID: M010502

Bk 27343 Pg 949 CFN 20100451678 07/06/2010 15:32:32 Pg 1 of 3 Mia-Dade Cty, FL

The Notice of Lis Pendens filed by Plaintiff and recorded in the public records of MIAMI-DADE County, Plorida, regarding the below-described property:

> LOT 105, BISCAYNE GARDENS SECTION F PART 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 44, PAGE 46, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

be and same hereby is canceled, vacated, discharged and shall be of no further force or effect, and the Clerk is hereby directed to record this Order to reflect same.

- The Pinal Summary Judgment heretofore entered on August 02, 2007, be and the same hereby is set aside and shall be of no further force or effect.
- The Plaintiff requests that the original Note and Mortgage be returned to the Plaintiff and photostatic copies shall be substituted in their place.

DONE AND ORDERED in Chambers in MIAMI-DADE County, Florida, this

JUN 2 3 2010

2010.

Circuit Court Judge

Copies furnished to: Florida Default Law Group, P.L. P.O. Box 25018 Tampa, Florida ,33622-5018 All parties on the attached service list. F07012148 - M010502 GMAC-CONV-sbiven YALERIE MANNO SCHURR CIRCUIT COURT JUDGE

Bk 27343 Pg 950 CFN 20100451678 07/06/2010 15:32:32 Pg 2 of 3 Mia-Dade Cty, FL

Service List

LEROY WILLIAMS 15020 South River Drive Miami, FL 33167

FRANKLIN CREDIT MANAGEMENT CORPORATION C/o Corporation Service Company 1201 Hays St. Suite 105 Taliahassee, FL 32301-2525

CITY OF NORTH MIAMI c/o V. Lynn Whitfield, Esq. 776 NE 125th Street North Miami, FL 33161

MARK WELLS 15020 South River Drive Miami, FL 33167

Bk 27343 Pg 951 CFN 20100451678 07/06/2010 15:32:32 Pg 3 of 3 Mia-Dade Cty, FL

Case 0:23-cv-61345 Document 1-4 Entered on FLSD Docket 07/14/2023 Page 143 of 165 DOCUMENT>

<TYPE>424B5
<SEQUENCE>1

<FILENAME>file001.txt

<DESCRIPTION>DEFINITIVE MATERIALS

<TEXT>

<PAGE>

Filed Pursuant to Rule 42485 Registration File No.: 333-122688

Prospectus Supplement dated November 16, 2005 (To Prospectus dated May 2, 2005)

\$488,750,000

RESIDENTIAL ASSET SECURITIES CORPORATION DEPOSITOR

RASC SERIES 2005-AHL3 TRUST ISSUER

RESIDENTIAL FUNDING CORPORATION MASTER SERVICER

HOME EQUITY MORTGAGE ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2005-AHL3

OFFERED CERTIFICATES

The trust will consist primarily of a pool of one— to four—family fixed rate and adjustable rate, first lien mortgage loans. The trust will issue three classes of senior certificates, the Class A Certificates, and nine classes of subordinate certificates, the Class M Certificates, that are offered under this prospectus supplement.

CREDIT ENHANCEMENT

Credit enhancement for the offered certificates consists of:

- o excess cash flow and overcollateralization;
- o yield maintenance agreement; and
- o subordination provided to the Class A Certificates by the Class M Certificates, and subordination provided to the Class M Certificates by each class of Class M Certificates with a lower payment priority.

YOU SHOULD CONSIDER CAREFULLY THE RISK FACTORS BEGINNING ON PAGE S-13 IN THIS PROSPECTUS SUPPLEMENT.

NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THE OFFERED CERTIFICATES OR DETERMINED THAT THIS PROSPECTUS SUPPLEMENT OR THE PROSPECTUS IS ACCURATE OR COMPLETE. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THE ATTORNEY GENERAL OF THE STATE OF NEW YORK HAS NOT PASSED ON OR ENDORSED THE MERITS OF THIS OFFERING. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

The underwriters identified below will offer the offered certificates to the public, at varying prices to be determined at the time of sale. The proceeds to the depositor from the sale of the offered certificates will be approximately 99.74% of the certificate principal balance of the offered certificates, before deducting expenses.

Case 0:23-cv-61345 Document 1-4 Entered on FLSD Docket 07/14/2023 Page 144 of 165/57

	OSURE	
Please print or type your name, mailing address, agency name, and position below: OF FINANCIAL INTERI	ESTS	FOR OFFICE USE ONLY:
LAST NAME — FIRST NAME — MIDDLE NAME: Bailey, Jennifer D.		14425
MAILING ADDRESS:	P	ROCESSED
73 W. Flagler St., Room 635] 0	FLORIDA OMMISSION ON ETHICS
CITY: ZIP: COUNTY: Miami 33130 Miami-Dade	1	JUN 0 7 2019
Miami 33130 Miami-Dade NAME OF AGENCY: Judiciary, 11th Judicial Circuit	1	RECEIVED
NAME OF OFFICE OR POSITION HELD OR SOUGHT: Circuit Court Judge, Group 28		,
CHECK IF THIS IS A FILING BY A CANDIDATE		
My net worth as of December 31,	value exceeds s numismatic item or leased. 50,000	51,000. This category includes any of the s; art objects; household equipment and VALUE OF ASSET \$940,000
10102 011 1010 1 1000 1		
1		
PART C - LIABILITIES		1
LIABILITIES IN EXCESS OF \$1,000 (See instructions on page 4):		AMOUNT OF LIABILITY
LIABILITIES IN EXCESS OF \$1,000 (See instructions on page 4): NAME AND ADDRESS OF CREDITOR		AMOUNT OF LIABILITY \$222,000
LIABILITIES IN EXCESS OF \$1,000 (See instructions on page 4):		
LIABILITIES IN EXCESS OF \$1,000 (See instructions on page 4): NAME AND ADDRESS, OF CREDITOR Mortgage, Wells Fargo, P.O. Box 14411 Des Moines, IA 50306		\$222,000
LIABILITIES IN EXCESS OF \$1,000 (See instructions on page 4): NAME AND ADDRESS, OF CREDITOR Mortgage, Wells Fargo, P.O. Box 14411 Des Moines, IA 50306		\$222,000 \$6033
LIABILITIES IN EXCESS OF \$1,000 (See instructions on page 4): NAME AND ADDRESS, OF CREDITOR Mortgage, Wells Fargo, P.O. Box 14411 Des Moines, IA 50306 BBT Home Equity Loan, Box 580048, Charlotte, NC JOINT AND SEVERAL LIABILITIES NOT REPORTED ABOVE:		

Case 0:23-cv-61345 Document 1-4 Entered on FLSD Docket 07/14/2023 Page 145 of 165

		PART D -	INCOME		
Identify each separate source and a	mount of income which ex	1-104.000	turing the year including secondary	y sources of inc	come. Or attach a complete
Identify each separate source and at copy of your 2018 federal income to attaching your returns, as the law re	v refure inclining all VV/:	S. SLIRGUIES, GIV	d allacemiches, i locoo recessions	social security	or account numbers before
i elect to file a copy of my 2t [If you check this box and at	018 rederal income tax rel ttach a copy of your 2018	turn and all W2's tax return, you r	s, schedules, and attachments. need not complete the remainder o	f Part D.]	
PRIMARY SOURCES OF INCOME		ge 5):	ADDRESS OF SOURCE OF INCO	ME	l AMOUNT
NAME OF SOURCE OF INCOM	E EXCEEDING \$1,000		es St., Tallahassee, Fl		\$160,688
State of Florida		ZU E. Gair	les Ot., Tallanacco, 1		
		<u> </u>		n een instruct	ions on page 51
SECONDARY SOURCES OF INCO	OME [Major customers, cli	ients, etc., of bus	sinesses owned by reporting perso ADDRESS	m-see msuuci	PRINCIPAL BUSINESS
NAME OF BUSINESS ENTITY	NAME OF MAJOR OF BUSINESS		OF SOURCE		ACTIVITY OF SOURCE
n/a					
PAI	RT E - INTERESTS I	N SPECIFIEI	D BUSINESSES [Instructions	on page 6]	
	BUSINESS ENTITY		BUSINESS ENTITY # 2	BUS	SINESS ENTITY # 3
NAME OF BUSINESS ENTITY n/	a ,				
ADDRESS OF					
BUSINESS ENTITY PRINCIPAL BUSINESS					
POSITION HELD					
WITH ENTITY OWN MORE THAN A 5%					
INTEREST IN THE BUSINESS					
NATURE OF MY OWNERSHIP INTEREST					
			TRAINING	440.04	10.50
For officers	required to complet	te annual eth	ics training pursuant to sec	tion 112.314	12, r.s. NG
	CERTIFY THAT I	HAVE COM	PLETED THE REQUIRE	DINAM	
OA	TH.	•	OF FLORIDA MINY	DA	role
I, the person whose name appea		Sworn	to (or affirmed) and subscribed be	efore me this _	5 day of
beginning of this form, do depos		,) une	Jenn	ifer D. Brile
and say that the information disc	closed on this form		ILC -	<u></u>	
and any attachment hereichs			ature of Notety Public-State of Flo	orida) M	.1
and complete.	MY COMMISSION # GG EXPIRES: December 2,	2020 Print	Type, or Stamp Commissioned N	ame of Notary	Public)
	onded Thru Notary Public Ur	Melm:mars		Produced Ide	. /
Juny 10	OFFICIAL OR CANDIDA		of Identification Produced <u>FC</u>	5 B4	03XXX 7710
SIGNATURE OF REPORTING	U - Chantan		ey in good standing with the Flor	ida Bar prepa	red this form for you, he or
If a certified public accountant she must complete the following	licensed under Chapter ng statement:				
I.		prepare	d the CE Form 6 in accordance tupon my reasonable knowledge	with Art. II, Se and belief, th	ec. 8, Florida Constitution, e disclosure herein is true
Section 112.3144, Florida State and correct.	tutes, and the instruction	is to the folial.	Opon my reasonable morrouse		
31.0 00110011	•				
				<i>u</i>	ate
Signatur	e	v dace nat ra	lieve the filer of the respons	_	=
Preparation of this form	by a CPA or attorne	y does not re	D ON A SEPARATE SHEET	DIEACE	CHECK HERE
TE ANY OF DADTS A	THROUGH E ARE	CONTINUE	D ON A SEPAKATE SHEET	, I LEASE	~

14425 FLORID

PROCESSED

COMMISSION ON ETHICS

Form 6A. Disclosure of Gifts, Expense Reimbursements or Payments, and Wajyers 7 2019 of Fees and Charges

RECEIVED

All judicial officers must file with the Florida Commission on Ethics a list of all reportable gifts accepted, and reimbursements or direct payments of expenses, and waivers of fees or charges accepted from sources other than the state or a judicial branch entity as defined in Florida Rule of Judicial Administration 2.420(b)(2), during the preceding calendar year as provided in Canons 5D(5)(a) and 5D(5)(h), Canon 6A(3), and Canon 6B(2) of the Code of Judicial Conduct, by date received, description (including dates, location, and purpose of event or activity for which expenses, fees, or charges were reimbursed, paid, or waived), source's name, and amount for gifts only.

•					
Name: Jennifer D. Bailey Work Telephone: 305-349-7152					
Work Addres	Work Address: 73 W. Flagler St., Room 635 Judicial Office Held: Cir. Ct. Judge				
the pro	e identify all reportable gifts, beceding calendar year, as reque Code of Judicial Conduct.	bequests, favors, or loans you ired by Canons 5D(5)(a), 5D	received during (5)(h), and 6B(2)		
DATE	DESCRIPTION	SOURCE	AMOUNT		
	n/a		\$		
			\$		
			\$		
			\$		
waive	Check here if of the control of the	ived during the preceding cal	endar year, as		

DATE	DESCRIPTION	SOURCE
	(Include dates, location, and purpose of event or	
	activity for which expenses, fees, or charges were reimbursed, paid or waived)	
	see attached	enga

✓ Check here if continued on separate sheet

CONTINUE TO PAGE 2 FOR OATH

Form 6A 3/19 As Amended by SC18-648

Page 1 of 2

Case 0:23-cv-61345 Document 1-4 Entered on FLSD Docket 07/14/2023 Page 147 165. 1594

OATH

State of Florida
County of Miami-Dade
I, Jennifer D.Bailey , the public official filing this disclosure statement being first duly sworn, do depose on oath and say that the facts set forth in the above statement are true, correct, and complete to the best of my knowledge and belief. (Signature of Reporting Official)
(Signature of Officer Authorized to Administer Oather LINDAM, LALANI MY COMMISSION # GG 018141 EXPIRES: December 2, 2020 Bonded Thru Nofary Public Underwriters
Sworn to and subscribed before me this

Case 0:23-cv-61345 Document 1-4 Entered on FLSD Docket 07/14/2023 Page 148 of 265

P9.2

Reimbursement/Direct Payment Disclosure, 2018 Jennifer D. Bailey

Date: January 17-19, 2018

Description: Faculty, National Center for State Courts: Civil Justice Initiative

Implementation Workshop, Phoenix, AZ

Travel reimbursement or direct payment: airfare/meals/hotel \$1096

Source: National Center for State Courts

Date: April 18-20, 2018

<u>Description:</u> Board of Advisors Meeting, Institute for the Advancement of the

American Legal System: Denver, Colorado

Travel reimbursement or direct payment: airfare/ground transportation/meals/Rebuilding Justice Dinner: \$795

Source: Institute for the Advancement of the American Legal System

Date: April 24-27, 2018

<u>Description:</u> Board of Advisors, Institute for Court Management; Board of Directors Meeting, National Center for State Courts Board of Directors Williamsburg, VA

Travel reimbursement or direct payment including airfare, hotel, transportation

registration, meals and events: \$1467.38 **Source:** National Center for State Courts

Date: May 2-4. 2018

Description: Faculty, Southern Civil Justice Summit: Civil Justice Initiative,

Little Rock, AR

Travel reimbursement or direct payment: airfare, ground transportation, hotel, meals

nd events \$791.80

Source: National Center for State Courts/State Justice Institute

Date: July 16-22, 2018

<u>Description:</u> Board of Directors Meeting, National Center for State Courts Board of Directors Meeting held with Conference of Chief Justices and Conference of State Court Administrators Annual Meeting, Newport, Rhode Island

Travel reimbursement or direct payment: airfare, ground transportation, hotel, conference registration, meals and events: \$2276.62

Source: National Center for State Courts

Date: August 29-30, 2018

Description: IAALS Natural Discovery Disaster Protocols Committee

Travel reimbursement or direct payment: airfare, ground transportation, meals: \$748

Source: Institute for the Advancement of the American Legal System

Date: September 27-28, 2018

Description: Public Trust and Confidence in the Judiciary Workshop,
Institute for the Advancement of the American Legal System, Denver, CO
Travel reimbursement or direct payment: airfare/ground transportation/meals: \$664

Source: Institute for the Advancement of the American Legal System

Date: October 18-19, 2018

Description: Board of Advisors Meeting, Institute for the Advancement of the

American Legal System: Denver, Colorado

Travel reimbursement or direct payment: airfare/ground transportation/meals: \$861

Source: Institute for the Advancement of the American Legal System

Date: November 13-17, 2018

<u>Description:</u> Board of Directors Meeting, National Center for State Courts
Board of Directors Meeting held with Conference of Chief Justices and
Conference of State Court Administrators Meeting, Washington, D.C.: Travel reimbursement or direct payment including airfare, hotel, conference registration, meals and Rehnquist Dinner and events: \$2685

Source: National Center for State Courts

Date: November 27-28, 2018

Description: NCSC/Tennessee Administrative Office of the Courts Curriculum Development Workshop: implementation and management of business courts, participant; Nashville, TN Travel reimbursement or direct payment: airfare/ground transportation/meals \$621.49

Source: State Justice Institute/Tennessee Administrative Office of the Courts

Date: December 12, 2018

Description: Florida Association of Women Lawyers, Miami Chapter, 35th Annual Judicial Reception, Miami, Florida: Complimentary ticket: \$95 advance, \$85

government, \$150 at door

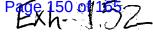
Source: Florida Association of Women Lawyers, Miami chapter

Date: December 15, 2018

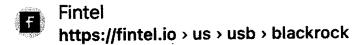
Description: American Board of Trial Advocates Annual Board Investiture and Holiday

Event, Miami, Florida: complimentary tickets for judge and spouse: \$350

Source: American Board of Trial Advocates, Miami Chapter







BlackRock Inc. ownership in USB / U.S. Bancorp. - 13F, 13D, 13G Filings

(US:USB). This represents 6.6 percent ownership of the company. In their previous filing dated 2022-02-01, BlackRock Inc. had reporte...

Missing: Deutsche | Must include: Deutsche

https://fintel.io > us > blackrock

BlackRock Inc. ownership in DB / Deutsche Bank AG - Registered Shares

2021-01-29 - BlackRock Inc. has filed an SC 13G/A form with the Securities and Exchange...



BlackRock's Laurence D. Fink to Present at the 2023 Deutsche Bank Global Financial ...

May 17, 2023 — NEW YORK, May 17, 2023--BlackRock, Inc. (NYSE:BLK) today announced that Laurence D. Fink, Chairman and Chief...

20 1 10 10 Fd 1 13 6 1/1 1 1 1 1

... 5G# 91



J.P. Morgan Selected by BlackRock as Custodian for Over \$1 Trillion of Assets

Jan 25, 2017 — J.P. Morgan's Corporate & Investment Bank today announced that it has been selected by BlackRock, a global leader in...



Oklahoma restricts BlackRock, JPMorgan, BofA, Wells, State Street

May 8, 2023 — BlackRock, the world's largest asset manager, has found itself a common target in the ESG fight. Oklahoma's list shows State...



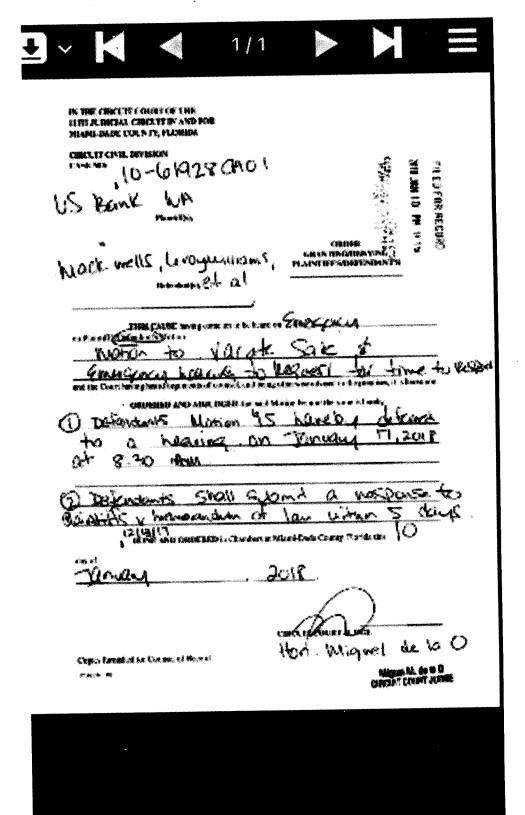
Jennifer Wu | J.P. Morgan Asset Management

Prior to joining J.P. Morgan, Jennifer was responsible for leading the effort of creating innovative investment solutions and analytics a...



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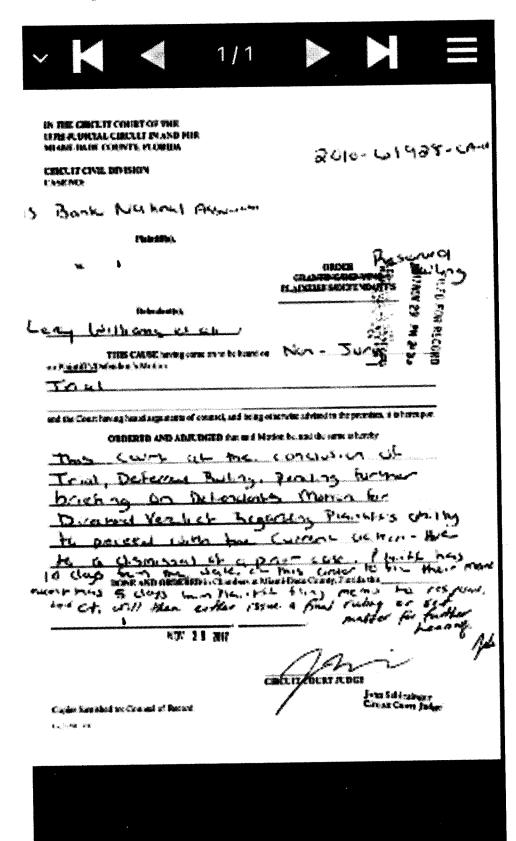
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IN THE CIRCUIT COURT OF THE
    ELEVENTH JUDICIAL CIRCUIT IN AND
    FOR MIAMI-DADE COUNTY, FLORIDA
2
    CASE NO. 2021-CA-910826
3
    MAURICE SYMONETTE,
4
    JAMES BUCKMAN,
                        Plaintiff(s),
                   v.
7
    U.S. BANK NATIONAL ASSOCIATION
    FRANKLYN MANAGEMENT CORPORATION,
                        Defendant(s).
9
10
                                   November 16, 2022
11
                                   9:34 a.m.
12
13
     Motion to Reconsider Proceeding, held via Zoom,
14
     taken by MADELINE TAVANI, a Notary Public on behalf
15
     of the State of New York.
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1	MR. WELL: This is we're here with the
2	motion to reconsider reverted Judge's Zaybar's
3	orders of dismissal with prejudice on our case.
4	And we're asking for the you, Judge Valerie
5	to recuse yourself for your past judgments
6	and
7	MR. BUCKMAN: Excuse me, ma'am, he's
8	he's sick right now and he can't really talk.
9	I'm the witness, I was his witness to
10	the case but he's he's very sick right now.
11	And we might have to take him to the hospital.
12	Like we were supposed to take him already but
13	he's very sick; and this is the guy that's in
14	the that's that's doing this case.
15	So I can't we need to know if we
16	can ask for another date because we gotta get
17	him a lawyer to talk because he can't even talk
18	right now. He's in a wheelchair and he's sick.
19 .	MR. WELL: Yes. Hello?
20	CLERK: One second, one second, The Judge
21	will be right with you. Okay.
22	THE COURT: Is the audio working?
23	CLERK: Yes, Judge.
24	THE COURT: The one in my the one in my
25	office stopped working.

MGR REPORTING, INC. 1-844-MGR-RPTG

Virit

1	CLERK: Just sit there. Stick this in your
2	ear.
3	THE COURT: Can you just ;
4	MR. WELL: Did you hear us, Your Honor?
5	CLERK: They have it like that, Judge.
6	THE COURT: Okay. No, but I mean we're
7	MR. WELL: Can you hear us, Your Honor?
8	MS. BONINI: Gentlemen
9	MR. WELL: This is my witness, Ms
10	MS. BONINI: Gentlemen, one moment please,
11 .	one moment. Thank you.
12	MR. WELL: All right.
13	THE COURT: All right. Sorry about that
14	All right. This is I called the case of
15	U.S. National Bank Association versus Leroy
16	Williams.
17	CLERK: Excuse me, the judge has
18	THE COURT: Can they near me?
19	CLERK: Yes.
20	MS. WATTS: Yes, Judge, we can hear you.
21	MS. BONINI: Your Honor, we can hear you.
22	Yes, Judge.
23	THE COURT: Okay great.
24	CLERK: That's the case that I called and
25	it's the Plaintiff's motion to reset the

MGR REPORTING, INC. 1-844-MGR-RPTG Case 0:23-cv-61345 Document 1-4 Entered on FLSD Docket 07/14/2023 Page 159 of 165

1	foreclosure sale.
2	. MR. BUCKMAN: Your Honor, he's very sick.
3	We need we need to get him a lawyer because
4	he can't even talk right now.
5	THE COURT: Who is who is he?
6	MR. WELL: Mac Well.
7 .	MR. BUCKMAN: Mac Well.
8	THE COURT: Okay. And
9	MR. WELL: I'm in a lot of pain right now.
10 .	THE COURT: Okay. And I'm sorry, are you
11	the person who is residing at that residence
12	right now?
13	MR. WELL: Yes, yes.
14	THE COURT: Okay. All right.
15	So you're asking The Court to set the
16	sale out you need 60 days, would that
17	would that be sufficient?
18	MR. WELL: No. We're asking - we're
19	we're going against the sale because U.S. Bank
20	does not own absolutely don't own the note
21	and we just found this out.
22	THE COURT: Ckay. All right. Listen,
23	listen, listen.
24	MR. BUCKMAN: Let me finish first, let me
25	finish.

MGR REPORTING, INC. 1-844-MGR-RPTG

The judge that did that judgment, 1 Valerie Manno Schurr recused herself from that and reverted everything back to the original 3 judge's order, which was Judge Bell who 4 dismissed it with prejudice. And when she --5 she said she never even signed that dismissal 6 without prejudice that gives them the right to 7 do the foreclosure. 8 So she didn't sign it, so I got her 9 on video and you can -- I got the video right 10 here where you can hear the judge herself say --11 THE COURT: Okay. I'm -- I'm so sorry, I 12 have to cut you off. 13 I'm in the middle of a trial and 14 today all I'm going to do is I'm going to set a 15 date far in the future to allow you to get 16 representation and to -- if you'd like to bring 17 a motion and have a hearing, we can do that. 18 But -- but right now, is not -- is 19 not, unfortunately, the time to do that. 20 Well --MR. WELL: 21 THE COURT: You will be heard, you will be 22 heard, but -- but not right now. So --23 MR. BUCKMAN: But he's here and coherent 24 can you not make a sale date until we get an 25

> MGR REPORTING, INC. 1-844-MGR-RPTG

Case 0:23-cv-61345 Document 1-4 Entered on FLSD Docket 07/14/2023 Page 161 of 165

1	attorney to represent him?
2	THE COURT: Yes, that's what I'm going to
3	do.
4	So I'm going to give a (audio
5	disruption) 120 days, which will be March 20th
6	of 2023 and that will give you plenty of time to
7	create a to get an attorney and to bring
8 .	whatever it is that you want to say to The
9	Court, you can do that with your attorney.
10	Okay?
11	MR. BUCKMAN: All right. Thank you.
12	THE COURT: Thank you.
13	All right. Moving along then.
14	(Whereupon, at 9:40 a.m., the
15	above matter was concluded.)
16	
17	. I, MADELINE TAVANI, a Notary Public for
18	and within the State of New York, do hereby
19	certify that the above is a correct
20	transcription of my stenographic notes.
21	
22	
23	MADELINE TAVANI .
24	

25

Exa, 1/2

What is an "agent of a foreign principal"?



An "agent of a foreign principal" is any person who acts as an agent, representative, employee, or servant, or otherwise acts at the order, request, or under the direction or control of a "foreign principal" and does any of the following:

- Engages within the United States in political activities, such as intending to influence any U.S. Government official or the American public regarding U.S. dqmestic or foreign policy or the political or public interests of a foreign government or foreign political party.
- Acts within the United States as a public relations counsel, publicity agent, information service employee, or political consultant.
- Solicits, collects, disburses, or dispenses contributions, loans, money, or other things of value within the United States.
- Represents within the United States the interests of a foreign principal before U.S. Government officials or agencies.



See 22 U.S.C. § 611(c); 28 C.F.R. § 5.100.

.11 LTE (72)



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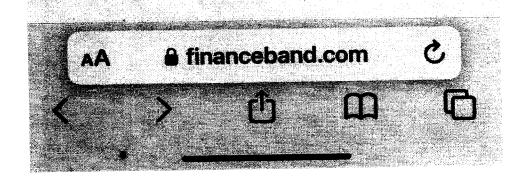
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it is 70 percent owned by the Chinese government through CIC, the country's sovereign wealth fund and Huijin, a government run entity set up to invest in Chinese linaricial firms.



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Is US bank owned by China?

Asked by: Miss Arvilla Sawayn MD | Last

update: February 9, 2022

** * * * Score: 4.3/5 (52 votes)

ed Aperoves First-Ever Chinese Purchase of US

It is 70 percent owned by the Chinese government through CIC, the country's sovereign wealth fund and fluitin, a government run entity set up to invest in Chinese financial firms.

